

After recording, return to:

Jackson Walker LLP
2323 Ross Avenue, Suite 600
Dallas, TX 75201
Attention: Jamie Fowler

CTIA 157173-WHF
TAX ID #s 00-0021-0103
16-75-307-018
49-768-0001

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (hereinafter, as it may be from time to time amended, restated, replaced, extended or otherwise modified, this "**Agreement**") is dated effective as of August 24, 2022 by **WOJV – AVISTA TENANT VENTURE, LLC**, a Delaware limited liability company (the "**Obligor**" or "**Operating Tenant**"), whose address for mailing purposes is 8000 Towers Crescent Drive, Suite 1425, Vienna, VA 22182, to and for the benefit of **WOJV HEBER, LLC**, a Delaware limited liability company ("**Borrower Heber**"), **WOJV HOLLADAY, LLC**, a Delaware limited liability company ("**Borrower Holladay**"), and **WOJV MAPLETON, LLC**, a Delaware limited liability company ("**Borrower Mapleton**" and together with Borrower Heber and Borrower Holladay, individually and collectively, as the context may require, "**Secured Party**"), whose address for mailing purposes is 8000 Towers Crescent Drive, Suite 1425, Vienna, VA 22182.

RECITALS:

A. Reference is made to that certain Loan Agreement dated as of even date herewith (as it may be from time to time amended, restated, replaced, extended or otherwise modified, the "**Loan Agreement**") executed by and among the Persons listed on Schedule I hereto (including Secured Party) (the "**Borrower Parties**"), and Synovus Bank, a Georgia state banking corporation ("**Lender**"), pursuant to which Lender has agreed to make a loan to Borrower Parties in the principal amount of \$37,700,000.00 (the "**Loan**"). Borrower Parties are executing a promissory note, dated as of even date herewith (as amended, restated, replaced, extended or otherwise modified, the "**Note**"), payable to the order of Lender to evidence the Loan. The Note is secured by, among other things, the Security Instrument, covering the real estate described in Exhibit A attached hereto and certain personal property described therein (the "**Property**"). All capitalized

terms which are not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

B. Secured Party and Obligor have entered into a certain Master Lease Agreement dated as of December 20, 2019 (as amended, restated, replaced, extended or otherwise modified, the "**Operating Lease**"), leasing the Property to Obligor.

C. Obligor has entered into (a) that certain Sublease (as amended, restated, replaced, extended or otherwise modified, the "**Operating Sublease Heber**"), dated as of December 20, 2019, by and between Operating Tenant, as landlord, and HEBER OPCO, LLC, a Delaware limited liability company ("**Operating Subtenant Heber**"), as subtenant, (b) that certain Sublease (as amended, restated, replaced, extended or otherwise modified, the "**Operating Sublease Mapleton**"), dated as of December 20, 2019, by and between Operating Tenant, as landlord, and MAPLETON OPCO, LLC, a Delaware limited liability company ("**Operating Subtenant Mapleton**"), as subtenant, and (c) that certain Sublease (as amended, restated, replaced, extended or otherwise modified, the "**Operating Sublease Holladay**") and together with Operating Sublease Heber and Operating Sublease Mapleton, individually or collectively, as the context may require, the "**Operating Sublease**"), dated as of December 20, 2019, by and between Operating Tenant, as landlord, and HOLLADAY OPCO, LLC, a Delaware limited liability company ("**Operating Subtenant Holladay**") and together with Operating Subtenant Heber and Operating Subtenant Mapleton, individually and collectively, as the context may require, "**Operating Subtenant**"), as subtenant.

D. Operating Subtenant Heber executed and delivered in favor of Operating Tenant that certain Security Agreement and Assignment of Leases and Rents, dated on or about the date hereof, securing Operating Subtenant Heber's obligations under the Operating Sublease Heber (the "**OST Heber Security Agreement**"), Operating Subtenant Mapleton executed and delivered in favor of Operating Tenant that certain Security Agreement and Assignment of Leases and Rents, dated on or about the date hereof, securing Operating Subtenant Mapleton's obligations under the Operating Sublease Mapleton (the "**OST Mapleton Security Agreement**"), and Operating Subtenant Holladay executed and delivered in favor of Operating Tenant that certain Security Agreement and Assignment of Leases and Rents, dated on or about the date hereof, securing Operating Subtenant Holladay's obligations under the Operating Sublease Holladay (the "**OST Holladay Security Agreement**") and together with the OST Heber Security Agreement and the OST Mapleton Security Agreement, individually sometimes called the "**OST Security Agreement**" and collectively, the "**OST Security Agreements**").

E. Obligor assigned the OST Security Agreements to Secured Party pursuant to that certain Collateral Assignment of Liens and Security Interests, executed by Obligor in favor of Secured party, dated on or about the date hereof.

F. A condition precedent to Lender's extension of the Loan to Borrower Parties is the execution and delivery by Obligor of this Agreement in favor of Secured Party and the contemporaneous assignment of this Agreement to Lender. Such extension of the Loan to Borrower Parties will provide Obligor with a material indirect financial benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of Security Interest and Assignment of Leases and Rents.**

(a) **Security Interest.** Obligor hereby gives, grants and assigns to Secured Party a first priority lien and security interest in and against any and all of Obligor's right, title and interest in and to the below described assets and properties, whether tangible or intangible, real or personal, and in and against any and all additions, attachments, accessories and accessions thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or other proceeds thereof (all of the foregoing being hereinafter individually and collectively referred to as the "**Collateral**"). Capitalized terms used and not otherwise defined in this Section 1 shall have the meanings ascribed to such terms in the Loan Agreement, and to the extent not defined in the Loan Agreement, in the Uniform Commercial Code in effect from time to time in the State of Georgia (as used in this Agreement albeit Georgia or otherwise (the "**UCC**"). The Collateral shall include without limitation, all of Obligor's right, title and interest in and to all of the following:

(i) All apparatus, machinery, devices, fixtures, communication devices, systems and equipment, fittings, appurtenances, equipment, appliances, furniture, furnishings, appointments, accessories, landscaping, plants and all other items of personal property located at the Property or otherwise, or used in the operation or maintenance of the Property or otherwise, or any business or operation conducted thereon or at any other location. All fixtures and equipment now or hereafter installed for use in the operation of the buildings, structures and improvements now or hereafter on the Property or otherwise, including but not limited to, all lighting, heating, cooling, ventilating, air-conditioning, plumbing, sprinkling, incinerating, refrigerating, air-cooling, lifting, fire extinguishing, cleaning, entertaining, security, communicating and electrical and power systems, and the machinery, appliances, fixtures and equipment pertaining thereto, all awnings, ovens, stoves, refrigerators, dishwashers, disposals, carpeting, switchboards, engines, motors, tanks, pumps, screens, storm doors and windows, shades, floor coverings, ranges, washers, dryers, disposals, cabinets, furniture, partitions, conduits, ducts and compressors, and all elevators and escalators and the machinery and appliances, fixtures and equipment pertaining thereto.

(ii) All "Accounts," as such term is defined in the UCC, now owned or hereafter acquired by the Obligor, including: (1) all accounts receivable, other receivables (including health care receivables but excluding the Governmental Receivables Account), book debts and other forms of obligations; (2) all of Obligor's rights in, to and under all purchase orders or receipts for goods or services; (3) all of Obligor's rights to any goods represented by any of the foregoing (including unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods); (4) all moneys due or to become due to Obligor under all purchase orders and contracts for the sale of goods or the performance of services or both by Obligor or in connection with any other transaction (whether or not yet earned by performance on the part of Obligor), including the right to receive the proceeds of said purchase orders and contracts; (5) any

and all health care insurance receivables; and (6) all collateral security and guarantees of any kind given by Obligor with respect to any of the foregoing.

(iii) Any and all other revenues and income now owned or hereafter acquired and arising from or out of the Property and/or the businesses and operations conducted thereon, to the extent not already covered by subsection (ii) above.

(iv) Any and all other personal property of any kind, nature or description, whether tangible or intangible, (including without limitation, any and all Goods, Accounts, contract rights, franchises, licenses, permits, copyrights, trademarks, all other intellectual property of every kind or nature whatsoever, Chattel Paper, money, Deposit Accounts, Documents, Instruments and General Intangibles) of Obligor, whether now owned or hereafter acquired, or in which Obligor now has or shall hereafter acquire any right, title or interest whatsoever (whether by bill of sale, lease, conditional sales contract, or other title retention document or otherwise).

(v) Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing.

(vi) To the extent assignable by Obligor and subject to applicable laws, all books, records, manager minutes, contracts (including without limitation, the Management Agreement), licenses and permits, insurance policies, environmental audits, business plans, files, computer files, computer discs and other data and software storage and media devices, accounting books and records, financial statements (actual and pro forma), filings with governmental authorities, all feasibility and marketing studies, percolation tests, soil borings, surveys, topographical studies and the like with respect to the Property and the uses thereof, all licenses, permits and warranties with respect to the Improvements, all contracts of sale with respect to the Improvements, all operating and service contracts relating to the operation of the Improvements, and all warranties with respect to the Improvements and/or any work completed or materials supplied in connection with the Improvements, all plans and specifications with respect to the Improvements, all contracts with architects, engineers and surveyors with respect to the improvements located on the Property (the "**Improvements**"), all construction contracts with respect to the Improvements and any and all records and instruments relating to the Collateral.

(vii) Leases and Rents.

(viii) The OST Security Agreements.

(ix) All proceeds of the foregoing.

The foregoing security interest grant is intended to and shall serve to cover all of Obligor's properties and assets whatsoever pursuant to Section 11-9-504 of the UCC and shall be first in priority for so long as any Obligations remain outstanding.

For the avoidance of doubt, except with respect to Permitted Indebtedness and any Liens related thereto (which Obligor shall be permitted to obtain and grant in accordance with the terms of the Loan Agreement, although any such Permitted Indebtedness obtained by Obligor shall erode the limits on the applicable categories of "Permitted Indebtedness" set forth in the definition of "Permitted Indebtedness" in Section 1.1 of the Loan Agreement) or as otherwise may be permitted under the terms of the Loan Agreement or any other Loan Documents, Obligor hereby acknowledges and agrees that it shall be precluded from obtaining financing or granting a Lien to secure such financing with respect to its Accounts or any other assets.

(b) **Assignment of Leases and Rents.**

(i) **Assignment.** Obligor hereby irrevocably, absolutely and unconditionally, bargains, transfers, pledges, conveys, sells, assigns, grants a security interest in, and sets over unto Secured Party all of Obligor's right, title and interest in and to (a) all leases, resident agreements, occupancy agreements and patient care agreements affecting the Property, including, without limitation, the Operating Sublease ("**Leases**"); (b) the rents relating to such Leases and all other sums due thereunder ("**Rents**"); (c) all security deposits, guarantees and other security held by Obligor in connection with the Leases; (d) all credits, rights, options, claims and causes of action in connection with the Leases and Rents; (e) all proceeds from the sale or other disposition of the Leases or the Rents; (f) the right to receive and apply the Rents to the payment of the Obligations; (g) any award or other payment which Obligor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving any present or future tenant, lessee, resident, patient or occupant ("**Tenant**") under any Lease or any other occupancy agreement for any portion of the Property; and (h) any and all payments made by or on behalf of any Tenant in lieu of Rents. The foregoing assignment is made by Obligor to Secured Party to secure the payment and performance of the Obligations.

(ii) **Revocable License.** Notwithstanding that this Agreement is an absolute assignment of the Rents and Leases and not merely the collateral assignment of, or the grant of a lien or security interest in the Rents and Leases, subject to the terms of this Section 1(b)(ii), Secured Party grants to Obligor a revocable license to collect and receive the Rents and to retain, use and enjoy such Rents. Such license shall be automatically revoked upon the occurrence of any Event of Default and Secured Party shall immediately be entitled to receive and apply all Rents, whether or not Secured Party enters upon and takes control of the Property, which Rents shall be applied in accordance with any applicable requirements of the Loan Documents; provided, however, that Secured Party may at any time, and from time to time, reinstate the revocable license. Prior to any such revocation, Obligor shall apply any Rents which it receives as required by the Loan Documents. Secured Party is hereby granted and assigned by Obligor the right, at its option, upon an Event of Default and the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward the satisfaction of the Obligations (as hereinafter defined) in such priority and

proportion as Secured Party, in its discretion, shall deem proper (which application shall be in accordance with any applicable requirements of the Loan Documents).

(iii) This Section 1(b) is subject to the Utah Uniform Assignment of Rents Act, Utah Code Annotated § 57-26-101 et seq. (the "Utah Act"), and in the event of any conflict or inconsistency between the provisions of this Section 1(b) and the provisions of the Utah Act, the provisions of the Utah Act shall control and Assignee shall have all rights and remedies available under the Utah Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

2. **Secured Obligations**. The lien, security interest and assignment created herein are given as security for: (i) the payment of all rent and other payment obligations of Obligor to Secured Party under the Operating Lease and this Agreement, including, without limitation, any and all interest, whether or not accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or similar proceeding, and whether or not a claim for post-filing or post petition interest is allowed in any such proceeding, and (ii) the prompt payment, performance and observance of all other covenants, conditions, agreements, representations, warranties and other obligations of the Obligor or any other obligor to or benefiting Secured Party which are evidenced, secured or created by this Agreement or the Operating Lease, together with all amendments and modifications hereof and thereof (collectively, the "**Obligations**").

3. **Obligor's Covenants**. Obligor covenants and agrees as follows:

(a) The tangible Collateral shall be kept at the Property and will be used only in the conduct of Operating Subtenant's business and operation of the buildings, structures and improvements now or at any time hereafter on the Property.

(b) The Collateral shall not be allowed to deteriorate, except for ordinary wear and tear resulting from its use and except for the removal and disposal of any obsolete Collateral and as otherwise may be permitted under the terms of the Loan Agreement or any other Loan Documents.

(c) The Collateral shall at all times be insured against loss, damage, theft, and such other risks as Secured Party may reasonably require in such amounts, with such companies, under such policies, in such form and for such periods as required under the Loan Agreement and the Operating Lease, and, subject to the requirements of the Loan Agreement, each policy shall provide that the loss thereunder and the proceeds payable thereunder shall be payable to Secured Party.

(d) The Collateral shall not be used in violation of any applicable law or regulation in any material respect.

(e) The Collateral may be examined and inspected by Secured Party at any reasonable time (subject to any inspection restriction under the terms of the Operating Lease), wherever located.

(f) Any of the Collateral which becomes worn out or is damaged shall be promptly replaced with items of equal or greater value and utility, except to the extent such Collateral is or has become obsolete and except as may otherwise be permitted under the terms of the Loan Agreement or any other Loan Documents.

(g) Except as otherwise permitted under the Loan Documents (e.g., with respect to Permitted Encumbrances), Obligor shall not sell, transfer, lease or otherwise dispose of any of the Collateral or any interest therein or offer to do so other than in the ordinary course of Obligor's business, or permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement. For the avoidance of doubt (and notwithstanding anything to the contrary under the Loan Documents), Obligor shall be permitted to make distributions, dividends, redemptions or other payments to its shareholders, members, or partners, as applicable, so long as there is no then continuing Event of Default.

(h) Obligor shall pay (or cause Operating Subtenant to Pay) promptly when due all taxes and assessments upon the Collateral or for its use or operation subject, however, to Obligor's and Operating Subtenant's rights to contest or challenge such taxes and assessments under the terms of the Loan Documents (it being understood that, if Obligor or Operating Subtenant is not expressly granted any such rights under the terms of the Loan Documents, Obligor and Operating Subtenant shall, for the purposes of this Section 3(h), be deemed to have the same rights to contest or challenge such taxes and assessments as Secured Party has as the Borrower under the Loan Documents).

(i) Obligor shall, upon request of Secured Party, furnish to Secured Party such further information, execute and deliver to Secured Party such documents and instruments (including, without limitation, any required authorizations to file UCC financing statements) and shall do such other acts and things as Secured Party may at any time reasonably request relating to the perfection or protection of the security interest created by this Agreement or for the purpose of carrying out the intent of this Agreement. Without limiting the foregoing, Obligor shall cooperate and do all acts deemed necessary or advisable by Secured Party to continue in Secured Party a perfected first security interest and assignment in the Collateral, and shall obtain and furnish to Secured Party upon Secured Party's request, subordinations, releases, landlord waivers, lessor waivers, mortgagee waivers, or control agreements, and similar documents as may be from time to time requested by, and in form and substance satisfactory to, Secured Party.

(j) Obligor authorizes Secured Party to file a financing statement and amendments thereto describing the Collateral as "all assets of Obligor and all proceeds thereof, and all rights and privileges with respect thereto" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article/Chapter 9 of the UCC, and containing any other information required by the applicable UCC. Obligor irrevocably grants to Secured Party the power to sign its name and generally to act on its behalf to execute and file applications for title, transfers of title, notices of lien and other documents pertaining to any or all of the Collateral; this power is coupled with an interest in the Collateral. Obligor shall, if requested by Secured Party with

respect to any certificate of title that is required or permitted by law for any of the Collateral, obtain and promptly deliver to Secured Party such certificate showing the lien of this Agreement with respect to the Collateral. Obligor ratifies its prior authorization for Secured Party to file financing statements and amendments thereto describing the Collateral and containing any other information required by the UCC if filed prior to the date hereof.

(k) Obligor shall reimburse Secured Party for all reasonable costs, expenses and fees, including, without limitation, court costs and attorneys' fees incurred by or for Secured Party for any action taken by or for Secured Party to remedy an Event of Default hereunder, together with interest thereon at the Default Rate from the date incurred by Secured Party until repaid to Secured Party.

(l) Obligor shall (i) from time to time promptly execute and deliver to Secured Party all such other assignments, certificates and supplemental writings, and do all other reasonable acts or things as Secured Party may request in order to more fully evidence and perfect the security interest and assignment created herein; (ii) intentionally omitted; (iii) pay the indebtedness secured hereby in accordance with the terms thereof and in accordance with the terms of the Operating Lease; (iv) promptly furnish Secured Party with any information or writings which Secured Party may reasonably request concerning the Collateral; (v) to the extent not prohibited by Requirements of Law and subject to such restrictions and requirements as may be set forth in the Operating Lease, allow Secured Party to inspect all records of Obligor relating to the Collateral, the Property, the Obligations and the business and operation of Obligor with respect to the Collateral or the Property, and to make and take away copies of such records; (vi) promptly notify Secured Party of any material adverse change in any facts or circumstances warranted or represented by Obligor in this Agreement or in any other writing furnished by Obligor to Secured Party in connection with the Collateral, the Obligations or the business and operation of Obligor or the Property; (vii) promptly notify Secured Party of any claim, action or proceeding affecting title to the Collateral, or any part thereof, or the security interest created herein, in each case, that would reasonably be expected to have a Material Adverse Change and, at the request of Secured Party, appear in and defend, at Obligor's expense, any such action or proceeding; and (viii) promptly, after being requested by Secured Party, pay to Secured Party the amount of all reasonable expenses, including reasonable attorneys' fees and other legal expenses, incurred by Secured Party in enforcing the security interest and assignment created herein, together with interest thereon at the Default Rate from the date incurred by Secured Party until the date repaid to Secured Party.

(m) Except as otherwise permitted under the Loan Documents (e.g., with respect to Permitted Encumbrances), Obligor shall not create any other security interest or assignment in, mortgage, pledge, or otherwise encumber the Collateral, or any part thereof, or permit the same to be or become subject to any lien, attachment, execution, sequestration, other legal or equitable process, or any encumbrance of any kind or character.

(n) Should any part of the Collateral ever be in any manner converted by its issuer or maker into another type of property or any money or other proceeds ever be paid or delivered to Obligor as a result of Obligor's rights in the Collateral, then all such property, money and other proceeds shall become part of the Collateral, and Obligor covenants to forthwith pay or deliver to Secured Party all of the same which is susceptible of delivery and, at the same time, if Secured Party deems it necessary and so requests, Obligor will properly endorse or assign the same. With respect to any of such property of a kind requiring any additional security agreement, financing statement or other writing to perfect a security interest therein in favor of Secured Party, Obligor will forthwith execute and deliver to Secured Party whatever Secured Party shall deem necessary or proper for such purpose.

(o) Should any covenant, duty or agreement of Obligor fail to be performed in accordance with its terms hereunder such that an Event of Default shall be continuing, Secured Party may, but shall never be obligated to, perform or attempt to perform such covenant, duty or agreement on behalf of Obligor, and any amount expended by Secured Party in such performance or attempted performance shall become a part of the indebtedness secured hereby, and, upon demand of Secured Party, Obligor agrees to pay such amount promptly to Secured Party, together with interest thereon at the Default Rate from the date of such expenditure by Secured Party until repaid to Secured Party.

(p) Obligor shall perform its obligations under the Leases in all material respects.

4. **Default.** An "Event of Default" shall occur under this Agreement upon either (a) the occurrence of a breach by Obligor of any of the covenants, agreements, representations, warranties or other provisions of this Agreement, the Operating Lease, or any Operating Sublease, which is not cured within the applicable grace or cure period, if any (it being understood, for the avoidance of doubt, that if there is no express grace or cure period with respect to any covenants, agreements, representations, warranties or other provisions of this Agreement, the applicable notice and cure periods set forth in Section 7.1(i) of the Loan Agreement shall apply and, accordingly, no breach of any such covenants, agreements, representations, warranties or other provisions of this Agreement shall mature into an "Event of Default" hereunder unless and until such breach continues beyond the applicable notice and cure period set forth in Section 7.1(i) of the Loan Agreement) or (b) the occurrence of an Event of Default under the Loan Agreement.

5. **Secured Party's Rights and Remedies.** Secured Party shall have available to it the following rights and remedies:

(a) **Right to Assign.** Secured Party may assign its interests in and rights under this Agreement to any party (including without limitation, an assignment of its interests to Lender), and if Secured Party does assign this Agreement, the assignee(s) shall be entitled to the performance of any or all of Obligor's agreements and obligations under this Agreement, and the assignee(s) shall be entitled to all the rights and remedies of Secured Party under this Agreement. Obligor expressly agrees that it will not assert any claims or

defenses it may have against Secured Party against the assignee(s) of Secured Party except those available to it pursuant to this Agreement.

(b) **Right to Discharge Obligor's Obligations.** Secured Party may, at its option, if Obligor does not do so within 10 days after written demand therefor (or such shorter period of time necessary to preserve the Collateral or its or Lender's security interests in the Collateral), discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may remedy or cure the default of Obligor under the terms of any lease, rental agreement, or other document which in any way pertains to or affects Obligor's title to or interest in any of the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral. Obligor agrees to reimburse Secured Party, on demand, for any payment made or any expense incurred by Secured Party, including reasonable attorneys' fees, pursuant to the foregoing authorization, together with interest at the Default Rate from the date so paid or incurred by Secured Party until repaid to Secured Party, which payments, expenses and interest shall be secured by this Agreement.

(c) **Rights as Secured Creditor.** Upon the occurrence and during the continuance of an Event of Default, Secured Party, in its sole and absolute discretion, may: (a) exercise any one or more of the rights and remedies afforded to secured parties under the UCC in force in the laws of the State of Georgia, or any other state where the Collateral or Obligor are located, together with any and all other rights and remedies otherwise provided and available to Secured Party at law or in equity; (b) to the extent not prohibited by law, enter, with or without process of law and without breach of the peace, any premises where the Collateral (or the books and records of the Obligor related thereto) is or may be located, and without charge or liability to Secured Party therefor, seize and remove the Collateral (and copies of Obligor's books and records in any way relating to the Collateral) from said premises and/or remain upon said premises and use the same (together with said books and records) for the purpose of collecting, preparing and liquidating the Collateral, all without cost to Secured Party; (c) notify any or all Account debtors to pay all amounts owed to Obligor, directly to Secured Party; and (d) sell or otherwise dispose of the Collateral at public or private sale or auction for cash or credit (which sale or auction may, at the option of Secured Party, occur on the premises where the Collateral is located or elsewhere, at no cost to Secured Party) and from the proceeds of such sale or disposal retain (i) all costs and charges incurred by Secured Party in taking and causing the removal and sale or disposal of the Collateral, including reasonable attorneys' fees; and (ii) an amount equal to all other Obligations; provided, however, that Obligor shall be credited with the net proceeds of such sale only when such proceeds are actually received by Secured Party for the account of Secured Party.

(d) **Assembly of Collateral; Injunctive Relief.** Upon the occurrence and during the continuance of an Event of Default, Obligor, immediately upon demand by Secured Party, shall assemble the Collateral and make it available to Secured Party at a place or places to be designated by Secured Party. Obligor hereby acknowledges and agrees that if Obligor fails to perform, observe or discharge any of its obligations or

liabilities under this Agreement, no remedy of law shall provide adequate relief to Secured Party, and that Secured Party, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages or the posting of bond, surety or other security.

(e) **Notice of Collateral Disposition.** Any notice required to be given by Secured Party of a sale, lease or other disposition of the Collateral or any other intended action by Secured Party deposited in the United States mail, postage prepaid and duly addressed to Obligor at its address first set forth above not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Obligor thereof.

(f) **Matters Regarding Sale of Collateral.** Obligor agrees that Secured Party may, if Secured Party deems it reasonable, postpone or adjourn any sale of Collateral from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Obligor also waives and releases any cause of action and claim against Secured Party as a result of Secured Party's possession, collection or sale of the Collateral in accordance with the terms and provisions of this Agreement, any liability or penalty for failure of Secured Party to comply with any requirement imposed on Secured Party relating to notice of sale, holding of sale, or reporting of sale of the Collateral, and any right of Obligor to redeem the Collateral from such sale; provided, however, such waiver and release shall not apply or extend to any actions or claims arising from the gross negligence or willful misconduct of Secured Party. At any sale or sales made pursuant to this Agreement or in a suit to foreclose the same, the Collateral, at the option of Secured Party, may be sold (i) in its entirety or separately, at the same or at different times, and (ii) separate or together with any foreclosure sale of the collateral covered by a mortgage or deed of trust in accordance with Article 9 of the UCC, and the Collateral need not be present at the time or place of sale. At any such sale, Secured Party may bid for and purchase any of the property sold, notwithstanding that such sale is conducted by Secured Party or its attorneys, agents, or assigns, and no irregularity in the manner of sale or of giving notice shall operate to preclude Secured Party from recovering the Obligations.

(g) **Replevin.** If Secured Party seeks possession of the Collateral through replevin or other court action, Obligor hereby irrevocably waives (i) any bond, surety or security required as an incident to such possession, and (ii) any demand by Secured Party for possession of the Collateral prior to the commencement of any such suit or action.

(h) **Enforcement Standards.** Secured Party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Secured Party in refraining from so doing at any time or times. The failure of Secured Party at any time or times to enforce its rights and the rights under said provisions strictly in accordance with the same shall not be construed or operate as a waiver of any of the rights and remedies granted Secured Party hereunder or as having created a custom in any way or manner contrary to the specific provisions of this Agreement or as having in any way or manner modified the same. All

rights and remedies of Secured Party are cumulative and concurrent, and the exercise of one right or remedy by Secured Party shall not be deemed a waiver or release of any other right or remedy.

(i) **Payments on Leases.** Secured Party may at any time after and during the continuance of an Event of Default (although Secured Party may under no circumstances be held liable for failure to do so) direct Tenants to make all payments of Rents directly to Secured Party (such notice being a "Notice of Default") and Secured Party may enforce such collection by any appropriate means it deems necessary. The receipt of a Notice of Default shall be sufficient authorization for Tenants to make all future payments to Secured Party and Tenants shall be entitled to rely on such Notice of Default and shall have no liability to Obligor for any payments made to Secured Party after receipt of such Notice of Default. Any direct payment so received by Secured Party shall be applied by it against the Obligations in the manner determined by Secured Party.

6. **Representations and Warranties.** Obligor represents and warrants that:

(a) Obligor has authority to execute and deliver this Agreement;

(b) except in connection with the Loan or any Permitted Encumbrances, no financing statement covering the Collateral, or any part thereof, has been filed and remains in effect (except for financing statements relating to loans and other financial accommodations, if any, which are to be paid with the proceeds of the Loan and are to be terminated promptly following the date hereof);

(c) except in connection with the Loan or any Permitted Encumbrances, no other security agreement covering the Collateral, or any part thereof, has been made and no security interest, other than the one herein created or created in the Security Document, has attached or been perfected in the Collateral or in any part thereof (except for security interests granted under loans and other financial accommodations, if any, which are to be paid with the proceeds of the Loan and are to be terminated promptly following the date hereof and except for security interests granted under any other secured loans that have previously been paid in full and discharged);

(d) to Obligor's knowledge, no dispute, right of setoff, counterclaim or defense exists with respect to any part of the Collateral;

(e) all information supplied by Obligor and statements made in any financial or credit statements or application for credit by Obligor prior to the execution of this Agreement are true and correct in all material respects as of the date hereof;

(f) at the time the security interest and assignment granted herein attach to any of the Collateral or its proceeds, Obligor will be the lawful owner with the right to transfer any interest therein, subject to the Permitted Encumbrances, and Obligor will make such further assurances as to prove title to the Collateral in Secured Party as may be reasonably

required and will defend the Collateral and its proceeds against the lawful claims and demands of all persons whomsoever, subject, however, to the Permitted Encumbrances;

(g) there is listed on **Exhibit B** hereto the location of the principal place(s) of business of Obligor, all of the other places of business of Obligor and all locations where the Collateral and the books and records of Obligor are kept. Obligor will not change the location of (i) its places of business or its books and records, or (ii) any Collateral, without in each case, providing not less than thirty (30) days prior written notice thereof to Secured Party; and

(h) except in connection with any Permitted Encumbrances, no other assignment of the Leases and Rents, or any part thereof, has been made.

The delivery at any time by Obligor to Secured Party of the Collateral shall constitute a representation and warranty by the Obligor that, with respect to such Collateral, and each item thereof, Obligor is the owner of the Collateral (subject, however, to any Permitted Encumbrances) and the matters heretofore represented and warranted in this Section 6 are true and correct (except for any matters that are no longer then true and correct due to a change of facts or circumstances not caused by an Event of Default). Further, Obligor, upon the request of Secured Party, agrees to amend this Agreement and hereby authorizes Secured Party to amend any and all financing statements filed in connection therewith for the purpose of setting forth in said Agreement and said financing statements an accurate and itemized list of the Collateral now generally described herein and in said financing statements and to include in said accurate and itemized list an identification of the Collateral by make, model, serial number and other appropriate descriptive data.

7. **Additional Obligor's Covenants, Representations and Warranties.** Obligor hereby acknowledges and agrees that its covenants, representations, warranties, agreements, undertakings and obligations set forth in the Operating Lease are hereby incorporated by reference into this Agreement.

8. **Subrogation.** If the Obligations, or any part thereof, are renewed or extended, or applied toward the payment of any indebtedness secured by any mortgage, pledge, security agreement or other lien, Secured Party shall be and is hereby subrogated to all of the rights, titles, security interests and other liens securing the indebtedness so renewed, extended or paid.

9. **Further Agreements.**

(a) "Obligor" and "Secured Party", as used in this Agreement include the successors and assigns of those parties. For avoidance of doubt, with respect to Secured Party, the preceding sentence includes any assignment by Secured Party to Lender.

(b) No amendment to this Agreement shall be binding on Obligor or Secured Party unless it is expressed in writing and signed by the party to be bound thereby; provided that after an assignment, collateral or otherwise, by Secured Party, Secured Party's assignee(s) must also consent in writing prior to any amendment of this Agreement before

such amendment shall become effective and any amendment entered into without such prior written consent shall be null and void.

(c) It is expressly intended, understood and agreed: (i) that this Agreement is made and entered into for the sole protection and benefit of Secured Party and Obligor, and their respective successors and assigns and no other person or persons shall have any right of action hereunder and no person other than Secured Party shall have any rights to the proceeds of the Loan at any time; (ii) that the proceeds of the Loan in favor of Secured Party do not constitute a trust fund for the benefit of any third party, including without limitation, Obligor; and (iii) that no third party, including Obligor, shall under any circumstances be entitled to any equitable lien on any undisbursed proceeds of the Loan at any time.

(d) This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, except for the assignment of Leases and Rents in Section 1(b) which shall be construed in accordance with and governed by the laws of the state in which the Property is located. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Obligor and Secured Party shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

(e) To the extent permitted by law, Obligor hereby waives any and all rights to require marshalling of assets.

(f) Any notice or communication required or permitted under this Agreement shall be given in writing, sent by (i) personal delivery, or (ii) overnight national air carrier with proof of delivery, or (iii) United States Mail, postage prepaid, registered or certified mail, addressed as follows:

To Obligor: WOJV-Avista Tenant Venture, LLC
 c/o White Oak Healthcare REIT I, LLC
 8000 Towers Crescent Drive, Suite 1425
 Vienna, Virginia 22181
 Attention: Jeffrey Erhardt

With a copy to: Williams Mullen
 200 South 10th Street, Suite 1600
 Richmond, Virginia 23219
 Attention: Robert C. Dewar

To Secured Party: c/o White Oak Healthcare REIT I, LLC
8000 Towers Crescent Drive, Suite 1425
Vienna, Virginia 22181
Attention: Jeffrey Erhardt

With a copy to: Williams Mullen
200 South 10th Street, Suite 1600
Richmond, Virginia 23219
Attention: Robert C. Dewar

or to such other address as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery on a Business Day at the address and in the manner provided herein.

(g) This Agreement shall inure to the benefit of Secured Party and its successors and assigns and shall be binding upon Obligor and its successors and assigns.

10. Intentionally Deleted.

11. Governing Law. This Agreement shall be governed by the laws of the State of Georgia except in situations in which the Security Instrument would be governed by the laws of the state where the Property is located, in which case this Agreement shall be governed by the laws of the State of Utah. The Provisions of Section 23 of the Security Instrument are hereby incorporated into this Agreement as if they were more fully set forth herein.

12. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED HEREBY.

13. Acknowledgment of Assignment. Obligor hereby acknowledges that Secured Party has collaterally assigned all of its right, title and interest in this Agreement to Lender. Upon notice from Lender to Obligor, Lender shall be deemed to be the secured party and assignee hereunder with all rights and remedies of Secured Party under this Agreement. This Agreement cannot be modified or terminated without the prior written consent of Lender, and any such action without Lender's consent shall be of no effect.

14. WAIVERS. THE WAIVERS SET FORTH IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, SECTION 12 ABOVE) ARE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY OBLIGOR, AND OBLIGOR ACKNOWLEDGES THAT NEITHER SECURED PARTY NOR ANY PERSON ACTING

ON BEHALF OF IT, HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THESE WAIVERS OR IN ANY WAY TO MODIFY OR NULLIFY THEIR EFFECT. OBLIGOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THESE WAIVERS BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THESE WAIVERS WITH COUNSEL.

15. **Termination.** This Agreement shall automatically terminate and be of no further force or effect (except, however, with respect to any accrued, but unsatisfied, obligations hereunder and except with respect to any terms or provisions that expressly survive the termination of this Agreement) upon repayment of the Loan.

16. **Final Agreement.** THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT AND THE OTHER WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE FOLLOWS]

SCHEDULE I

Borrower Parties

WOJV HEBER, LLC, a Delaware limited liability company
WOJV HOLLADAY, LLC, a Delaware limited liability company
WOJV MAPLETON, LLC, a Delaware limited liability company

Exhibit A**Legal Description of Property****PARCEL 1:** (Located in Holladay City, Salt Lake County, State of Utah)

The leasehold estate created by the Lease executed by Risen Life Properties, LLC, a Utah limited liability company, as Landlord, and Holladay Senior Living Group, LLC, a Utah limited liability company, as Tenant, dated October 28, 2015 as disclosed by a Memorandum of Ground Lease Agreement recorded October 29, 2015 as Entry No. 12160521 in Book 10374 at Page 7728 of Official Records, and an Assignment of Ground Lease and Memorandum of Ground Lease Agreement recorded December 26, 2019 as Entry No. 13156361 in Book 10877 at Page 6634 of Official Records, in and to the following described land:

Beginning at a point on the Southerly right of way line of 3900 South Street, said point being North 00°02'52" East along the monument line of 2700 East Street 1751.95 feet and South 89°54'00" East 42.01 feet from the Southwest corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence along said right of way line the following (2) courses: 1) South 89°54'00" East 228.87 feet, 2) South 88°46'00" East 31.11 feet; thence South 00°13'15" West 341.53 feet to a point on the Northerly line of Susan Jane Subdivision, as recorded with the office of the Salt Lake County Recorder; thence West along said Northerly line 267.96 feet to a point on the Easterly right of way line of said 2700 East Street; thence Northerly along said right of way line the following (2) courses: 1) North 00°02'52" East 333.05 feet, 2) North 43°22'53" East 13.13 feet to the point of beginning.

PARCEL 1A:

Non-exclusive easements for vehicular and pedestrian ingress and egress, and parking of vehicles, appurtenant to Parcel 1 described herein, as more particularly defined in that certain Declaration and Grant of Cross Access Easements & Cross Parking Easements with Agreement Regarding Construction of Certain Improvements recorded September 4, 2015 as Entry No. 12127343 in Book 10359 at Page 4192 of official records of Salt Lake County, Utah.

Tax Parcel: 16-35-307-018

PARCEL 2: (Located in Mapleton City, Utah County, State of Utah)

Lot 1, PLAT "B", PHEASANT VIEW SUBDIVISION, a Vacation and Amendment of Lot 28 Pheasant View Plat A Subdivision, according to the official plat thereof, on file and recorded May 15, 2014 as Entry No. 32739:2014, in the office of the Utah County Recorder, State of Utah.

PARCEL 2A:

SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS – Exhibit A

Abbington Avista
32594946v.7

Non-exclusive easements for ingress and egress, utilities, and parking, appurtenant to Parcel 2 described herein, as more particularly defined in that certain Declaration of Easements with Covenants and Restrictions Affecting Land recorded November 20, 2014 as Entry No. 84005:2014 of Official Records, as amended by that certain First Amendment to Declaration of Easements with Covenants and Restrictions Affecting Land recorded December 26, 2019 as Entry No. 137448:2019 of Official Records.

PARCEL 2B:

The Ingress/Egress Easement, Cross Parking Easement, and Underground Retention Drainage System Easement set forth on the dedication plat for PLAT "B", PHEASANT VIEW SUBDIVISION, a Vacation and Amendment of Lot 28 Pheasant View Plat A Subdivision, on file and recorded May 15, 2014 as Entry No. 32739:2014, in the office of the Utah County Recorder, State of Utah, subject to and governed by the terms and provisions of that certain Declaration of Easements with Covenants and Restrictions Affecting Land recorded November 20, 2014 as Entry No. 84005:2014 of Official Records, as amended by that certain First Amendment to Declaration of Easements with Covenants and Restrictions Affecting Land recorded December 26, 2019 as Entry No. 137448:2019 of Official Records.

Tax Parcel: 49-768-0001

PARCEL 3: (Located in Heber City, Wasatch County, State of Utah)

Beginning at a point which is North 56.61 feet and East 23.75 feet from the South quarter corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 00°00'39" West 333.25 feet; thence East 375.16 feet; thence South 00°01'42" East 346.54 feet; thence South 89°43'55" West 357.17 feet; thence along the arc of a 15.00 foot radius curve to the right 23.61 feet (central angle of 90°11'19" and chord of North 45°10'25" West 21.25 feet); thence South 89°37'22" West 3.03 feet to the point of beginning.

Tax Parcel: 00-0021-0103

Exhibit B**Obligor's Place of Business; Location of Collateral**

<u>Obligor's Name</u>	<u>Obligor's Place(s) of Business and Location(s) of Collateral</u>
WOJV – Avista Tenant Venture, LLC	Place of Business: 8000 Towers Crescent Drive, Suite 1425 Vienna, VA 22182 Location of Collateral: at the Property