

Drafted by and after recording return to:

Theresa S. Clark, Esq.
Riemer & Braunstein LLP
1221 Brickell Avenue, Suite 1720
Miami, Florida 33131

Document title(s): **Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents**

Grantor: **MOB LITTLE MOUNTAIN LLC**, a Delaware limited liability company

Grantee (Beneficiary): **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for the Lenders (as hereinafter defined) under the Credit Agreement (as hereinafter defined); and

Grantee (Trustee): First American Title Insurance Company, as Trustee

ABBREV. LEGAL DESCRIPTION: Lot 3, City of Mount Vernon Short Plat No. MV-2-00, Skagit County, Washington
See complete legal description in Exhibit A attached hereto.

TAX PARCEL NUMBERS: PI 18704/340429-1-007-0300

DATED AS OF: August 5, 2026

BE ADVISED THAT THE OBLIGATIONS SECURED BY THIS SECURITY INSTRUMENT MAY PROVIDE FOR ONE OR MORE OF THE FOLLOWING: (1) A VARIABLE RATE OF

INTEREST AND/OR CHANGES IN THE INSTALLMENT PAYMENTS DUE DURING THE TERM OF THE LOAN; (2) A BALLOON PAYMENT AT MATURITY; (3) CAPITALIZATION OF INTEREST, SO INTEREST ACCRUES ON INTEREST; (4) INCREASES IN THE UNPAID PRINCIPAL BALANCE OF THE OBLIGATIONS SECURED HEREBY RESULTING FROM THE ADDITION OF UNPAID INTEREST AND/OR INTEREST ACCRUING ON INTEREST.

THE NAMES OF DEBTOR AND SECURED PARTY, THE MAILING ADDRESS OF SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, THE MAILING ADDRESS OF DEBTOR AND A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL ARE AS DESCRIBED HEREIN, IN COMPLIANCE WITH THE REQUIREMENTS OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, AS ENACTED IN THE STATE OF WASHINGTON, REVISED CODE OF WASHINGTON ("RCW") CHAPTER 62A.9A ("WASHINGTON UCC"). THIS DOCUMENT ALSO SERVES AS A FIXTURE FILING UNDER THE WASHINGTON UCC.

THE PARTIES HERETO INTEND THAT, IN ADDITION TO ANY OTHER DEBT OR OBLIGATION SECURED HEREBY, THIS SECURITY INSTRUMENT SHALL SECURE UNPAID BALANCES OF LOAN ADVANCES MADE AFTER THIS SECURITY INSTRUMENT IS DELIVERED TO THE RECORDER FOR RECORD.

**DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND
ASSIGNMENT OF LEASES AND RENTS**

THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (this "Security Instrument") is made as of August 5, 2026, by **MOB LITTLE MOUNTAIN LLC**, a Delaware limited liability company (the "Grantor"), with a mailing address of c/o REDICO, One Town Square, Suite 1600, Southfield, MI 48076, as grantor, to **FIRST AMERICAN TITLE INSURANCE COMPANY** ("Trustee"), with a mailing address of 920 Fifth Avenue, Suite 1250, Seattle, WA 98104, as trustee, for the benefit of **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, a national banking association, with a mailing address of 2029 Century Park East, Suite 800, Los Angeles, CA 90067, Attention: Michael P. Perillo, its successors and assigns, as administrative agent ("Agent" or "Beneficiary" hereunder) for itself and those certain financial institutions that are, or may become from time to time, parties to the Credit Agreement (as hereinafter defined) (collectively, the "Lenders"), as beneficiary.

WITNESSETH:

Pursuant to the terms of that certain Credit Agreement dated as of August 5, 2026, among, (i) RP MOB MIDCO, LLC, a Delaware limited liability company, as borrower ("Borrower") (ii) . Grantor and certain affiliates of Borrower and Grantor, collectively as a subsidiary guarantors, (i) Agent and (iii) Lenders, (said Credit Agreement, together with any and all extensions and renewals thereof, amendments and modifications thereto and substitutions, restatements or replacements therefor, is referred to herein as the "Credit Agreement"; any terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement), the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein, Lenders are making loans (collectively, the "Loan") to Borrower, in the aggregate principal amount of One Hundred Fifty Six Million Five Hundred Sixty Eight Thousand and 00/100 Dollars (\$156,568,000.00). The Loan is evidenced by one or more promissory notes in the aggregate principal amount of up to \$156,568,000.00 from Borrower payable to each Lender (as amended, modified, replaced, increased or restated from time to time, including any promissory note executed and delivered in order to evidence increases in the amount of the Loan (each a "Note" and collectively, the "Notes"). The Loan is due and payable on August 5, 2030 ("Maturity Date"), pursuant to the terms of the Credit Agreement, except as such date may be accelerated pursuant to the terms hereof or of any other Loan Document (as hereinafter defined). Pursuant to the Credit Agreement, Grantor, Carveout Guarantor, and certain other Subsidiary Guarantors (collectively, together with any additional Subsidiary Guarantors that subsequently join in the Credit Agreement, the "Guarantors") are guaranteeing all obligations and liabilities of Borrower under the Credit Agreement, the Notes and the other Loan Documents (as hereinafter defined). This Security Instrument encumbers certain real estate located in Skagit County, Washington, legally described on **Exhibit A** attached hereto, and payment of the Notes, Loan and the other Obligations guaranteed, joint and severally, by Grantor and the other Subsidiary Guarantors (such obligations, collectively, the "Guaranteed Obligations") is secured by this Security Instrument and all other loan and security documents executed and delivered by Borrower, Grantor and/or the other Guarantors (this Security Instrument, the Notes, the Credit Agreement, any Rate Management Agreement (as hereinafter defined), and all other documents now or in the future evidencing or securing the Loan and the obligations and liabilities of Borrower and Guarantors under the Credit

Agreement (as amended, modified, replaced, increased or restated from time to time) are collectively hereinafter referred to as the "Loan Documents").

As used herein, the term "Rate Management Agreements" means any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Borrower and Agent or any affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising and in each case, as amended, modified or supplemented from time to time. The Loan bears interest at a variable rate of interest.

To secure the Obligations and the payment and performance of all of the Guaranteed Obligations, this Security Instrument and any other Loan Documents to which Grantor is a party (collectively, the "Secured Obligations"), in consideration of the premises and in further consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid to Grantor by Agent, receipt of which is hereby acknowledged, Grantor has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell and convey unto Trustee, his or her heirs, successors and assigns, IN TRUST, with power of sale or assent to decree, for the benefit of Agent and upon the representations, warranties, covenants terms and conditions set forth in this Security Instrument, all of Grantor's right, title and interest in, and to all and singular the properties, rights, interests and privileges described in the Granting Clauses below, all of same being collectively referred to herein as the "Mortgaged Property":

THIS SECURITY INSTRUMENT CONSTITUTES A FIXTURE FILING UNDER THE WASHINGTON UCC TO THE EXTENT THE MORTGAGED PROPERTY CONSTITUTES FIXTURES UNDER THE LAWS OF THE STATE OF WASHINGTON, OR THE MORTGAGED PROPERTY IS OR BECOMES FIXTURES ON THE REAL PROPERTY LOCATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO, COMMONLY KNOWN BY THE STREET ADDRESS: 2101 LITTLE MOUNTAIN LANE, MT. VERNON, WA 98274. THE NAME OF THE RECORD OWNER OF THE REAL PROPERTY IS MOB LITTLE MOUNTAIN LLC.

GRANTING CLAUSE I

THE LAND located in Skagit County, Washington which is legally described on Exhibit A attached hereto and made a part hereof (the "Land");

GRANTING CLAUSE II

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements,

betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of Grantor now or hereafter acquired in and to any of the foregoing (collectively, the "Improvements");

GRANTING CLAUSE III

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by Grantor, including without limitation all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Land, all existing and future water stock relating to the Land or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Land or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof (the "Appurtenant Rights");

GRANTING CLAUSE IV

TOGETHER WITH all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by Grantor and forming a part of, or used or obtained for use in connection with, the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof; including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (collectively, the "Fixtures"); it being agreed that all of said property owned by Grantor and placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of this Security Instrument:

GRANTING CLAUSE V

TOGETHER WITH the following (the "Personal Property");

All personal property of every nature whatsoever now or hereafter owned by Grantor or used in connection with the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right,

title and interest of Grantor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Grantor or on its behalf, including without limitation, any and all Goods, Investment Property, Instruments, Chattel Paper, Documents, Letter of Credit Rights, Accounts, Deposit Accounts, Commercial Tort Claims and General Intangibles, each as defined in the Uniform Commercial Code of the State of Washington (as amended from time to time, the "Code"), located on the Land or in the Improvements which are now or in the future owned by the Grantor and used or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements:

All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Land or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Land or the Improvements or proceeds of any sale, option or contract to sell the Land or the Improvements or any portion thereof:

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; and

All of the books and records pertaining to the foregoing:

GRANTING CLAUSE VI

TOGETHER WITH all right, title and interest which Grantor hereafter may acquire in and to all leases and other agreements now or hereafter entered into for the occupancy or use of the Land, the Appurtenant Rights, the Improvements, the Fixtures and the Personal Property or any portion thereof, whether written or oral (herein collectively referred to as the "Leases"), and all rents, issues, incomes and profits in any manner arising thereunder (herein collectively referred to as the "Rents"), and all right, title and interest which Grantor now has or hereafter may acquire in and to any guaranty of any Lease, bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to Grantor any statutory rights:

GRANTING CLAUSE VII

TOGETHER WITH any and all Awards and Insurance Proceeds, as each are hereinafter respectively defined, or proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and Grantor hereby authorizes, directs and empowers the Agent, at its option, on Grantor's behalf, or on behalf of the successors or assigns of the Grantor, to adjust, compromise, claim, collect and receive such proceeds, in each case subject to the terms of the Credit Agreement; to give acquittances therefor; and, after deducting expenses of collection, including reasonable attorneys' fees, costs and disbursements, to apply the Net Proceeds, as hereinafter defined, to the extent not utilized for the Restoration of the Mortgaged Property as provided in the Credit Agreement, to payment of the Secured Obligations, notwithstanding the fact that the same may not then be due and payable or that the Secured Obligations is otherwise adequately secured; and Grantor agrees to execute and

deliver from time to time such further instruments as may be requested by the Agent to confirm such assignment to the Agent of any such proceeds; and

GRANTING CLAUSE VIII

TOGETHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which Grantor now has or hereafter may acquire of, in and to the Mortgaged Property, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by Grantor or by anyone on behalf of Grantor to the Agent for the benefit of Lenders.

TO HAVE AND TO HOLD the Mortgaged Property, unto the Trustee, and his or her heirs, successors and assigns, forever, for the benefit of Agent, upon the trusts and for the uses and purposes herein set out, subject, however, to those encumbrances which the Agent has approved in the Credit Agreement or otherwise approved in writing (collectively, the "Permitted Encumbrances"):

UPON CONDITION that, subject to the terms hereof and unless an Event of Default is ongoing, Grantor shall be permitted to possess and use the Mortgaged Property;

Grantor covenants with Trustee and Agent that it is seized of the Mortgaged Property in fee and has the right to convey its interest in the Mortgaged Property as herein provided: that title is marketable and free and clear of all encumbrances (other than Permitted Encumbrances); and that it will warrant and defend the title to the Mortgaged Property against the lawful claims of all persons whatsoever, except for the Permitted Encumbrances.

SUBJECT to the covenants and conditions hereinafter set forth.

PROVIDED, NEVERTHELESS, that if (i) the Borrower and Guarantors shall pay and perform in full when due the Secured Obligations and shall duly and timely perform and observe all of the covenants and conditions herein and in the Credit Agreement and the other Loan Documents required to be performed and observed by the Borrower and the Guarantors respectively, and (ii) the Lenders shall have no further obligation to make any further disbursements of the Loan to or for the benefit of Borrower under the provisions of the Credit Agreement, then the Agent shall execute and deliver to Grantor such instruments as may be reasonably requested by Grantor which are sufficient to release this Security Instrument.

GRANTOR FURTHER COVENANTS AND AGREES WITH TRUSTEE AND AGENT AS FOLLOWS:

I. **Grantor's Covenants.**

(a) Payment of Secured Obligations. Grantor shall, prior to the expiration of any grace period: (i) cause the Secured Obligations to be paid when due, and (ii) cause to be duly and punctually performed and observed all of the covenants and conditions to be performed or observed by the Borrower and Guarantors, as provided in the Notes, the Credit Agreement, this Security Instrument and the other Loan Documents. For purposes

of this Security Instrument, the Secured Obligations include payment of all sums advanced by Lenders to or for the benefit of the Grantor contemplated hereby, or to preserve or protect the lien of this Security Instrument or to protect or maintain the priority hereof and any costs and expenses related thereto, and performance of all obligations and covenants herein contained; and all judgments, orders, awards and decrees arising from or related to any Secured Obligations secured by this Security Instrument.

(b) Repair/Maintenance. Subject to the terms of the Credit Agreement, Grantor shall (i) maintain, repair, restore, replace or rebuild any portion of the Mortgaged Property which may be damaged or destroyed in accordance with the requirements of the Credit Agreement; (ii) keep the Mortgaged Property in good condition and repair, free from waste; (iii) pay all operating costs and expenses of the Mortgaged Property when due, subject to appeal and contest rights set forth in the Credit Agreement; (iv) comply in all material respects with all applicable Laws (as defined in the Credit Agreement), observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to all or any portion of the Mortgaged Property or the use and occupancy thereof; (v) refrain from any action, and correct any condition known to Grantor, which would materially increase the risk of fire or other hazard to the Mortgaged Property or any portion thereof; and (vi) cause the Mortgaged Property to be managed in a competent and professional manner.

(c) Alteration of Mortgaged Property. Without the prior written consent of the Agent, such consent not to be unreasonably withheld, conditioned or delayed, Grantor shall not cause, suffer or permit (i) any material alteration of the Mortgaged Property, except as required by any applicable Laws or as otherwise contemplated by the Credit Agreement; (ii) any change in the zoning classification or intended use or occupancy of the Mortgaged Property, including without limitation any change which would increase any fire or other hazard; (iii) except as otherwise expressly permitted under the Credit Agreement, any change in the identity of Grantor or the person or entity responsible for managing the Mortgaged Property; or (iv) any modification of the licenses, permits, privileges, franchises, covenants, conditions or declarations of use applicable to the Mortgaged Property, except as required to operate the Mortgaged Property in the manner required hereunder.

(d) Disposition of Assets. Subject to the terms of the Credit Agreement, Grantor shall not sell, lease, transfer or otherwise dispose of, or grant any person an option to acquire, or sell and leaseback, all or any substantial portion of its assets, whether now owned or hereafter acquired, except for bona fide sales of inventory in the ordinary course of business and dispositions of property which is obsolete and not used or useful in its business.

(e) Compliance with Laws. Grantor shall obtain and maintain any and all licenses, permits, franchises, governmental authorizations, patents, trademarks, copyrights or other rights necessary for the ownership of the Mortgaged Property and the conduct of its business and as may be required from time to time by applicable Laws.

(f) Insurance. Grantor shall obtain and maintain or cause to be obtained and maintained, in full force and effect at all times insurance with respect to Grantor and the Mortgaged Property as required pursuant to the Credit Agreement.

2. Liens, Contest and Defense of Title.

(a) Except to the extent permitted under the Credit Agreement, Grantor shall not create or suffer or permit any lien, charge or encumbrance to attach to or be filed against the Mortgaged Property or any part thereof, or interest thereon, or any other rights and properties conveyed, mortgaged, transferred and granted hereunder (except for Permitted Encumbrances), whether such lien, charge or encumbrance is on a parity, inferior or superior to the lien of this Security Instrument, including liens for labor or materials with respect to the Mortgaged Property (collectively, "Mechanic's Liens").

(b) Notwithstanding paragraph (a) of this Section 2, Grantor may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Liens and defer payment and discharge thereof during the pendency of such contest, provided that: (i) such contest shall prevent the sale or forfeiture of the Mortgaged Property, or any part thereof or any interest therein, to satisfy such Mechanic's Liens and shall not result in a forfeiture or impairment of the lien of this Security Instrument; and (ii) within ten (10) Business Days after Grantor has been notified of the filing of any such Mechanic's Liens, Grantor shall notify the Agent in writing of Grantor's intention to contest such Mechanic's Liens, or to cause such other party to contest such Mechanic's Liens, and shall bond over or shall have otherwise obtained a title insurance endorsement over such Mechanic's Liens in form and substance reasonably satisfactory to the Agent, insuring the Agent against loss or damage by reason of such Mechanic's Liens; provided that in lieu of such title insurance endorsement Grantor may deposit and keep on deposit with the Agent (or such depository as may be designated by the Agent) a sum of money sufficient, in the judgment of the Agent, to pay in full such Mechanic's Liens and all interest thereon. Any such deposits are to be held without any allowance of interest and may be used by the Agent in its sole discretion to protect the priority of this Security Instrument. In case Grantor shall fail to maintain such title insurance or deposit, or to prosecute or cause the prosecution of such contest with reasonable diligence, or to pay or cause to be paid the amount of the Mechanic's Lien, plus any interest finally determined to be due upon the conclusion of such contest: then the Agent may, at its option, apply any money and liquidate any securities then on deposit with the Agent (or other depository designated by the Agent) in payment of or on account of such Mechanic's Liens, or that part thereof then unpaid, together with all interest thereon according to any written bill, notice or statement, without inquiring into the amount, validity or enforceability thereof. If the amount of money so deposited shall (in Agent's reasonable judgment) be insufficient for the payment in full of such Mechanic's Liens, together with all interest thereon, then Grantor shall forthwith, upon demand, deposit with the Agent (or other depository designated by the Agent) the sum which shall (in Agent's reasonable judgment, when added to the funds then on deposit with Agent) be necessary to make such payment in full (or such other security as shall be reasonably satisfactory to Agent). If a Mechanic's Lien claim is ultimately resolved in the claimant's favor, then the monies so deposited shall be applied in full payment of such Mechanic's Lien or that part thereof then unpaid, together with all interest thereon.

(provided no Event of Default shall then exist) when the Agent has been furnished with satisfactory evidence of the amount of payment to be made. Any excess monies remaining on deposit with the Agent (or other depository) under this Section 2(b) shall be paid to Grantor, provided that no Event of Default shall then exist.

(c) If the lien and security interest of the Agent in or to the Mortgaged Property, or any part thereof, shall be endangered or shall be attacked, directly or indirectly, the Grantor shall promptly notify the Agent and shall appear in and defend any action or proceeding purporting to affect the Mortgaged Property, or any part thereof, and shall file and prosecute such proceedings and take all actions necessary to preserve and protect such title, lien and security interest in and to the Mortgaged Property.

3. **Security Agreement.**

(a) **Grant of Security Interest.** Grantor hereby grants to Agent a security interest in the Personal Property to secure the Secured Obligations. This Security Instrument constitutes a security agreement with respect to all Personal Property in which Agent is granted a security interest hereunder, and Agent shall have all of the rights and remedies of a secured party under the Code, as well as all other rights and remedies available at law or in equity, including but not limited to the right to proceed against the personal property in accordance with the provisions of the Code relating to default and enforcement of a security interest by a secured party, or to instruct the Trustee to proceed as to the Personal Property and the Mortgaged Property including without limitation, that which constitutes personal property, in accordance with the laws applicable to foreclosure of real estate interests in the State of Washington as proved herein.

(b) **Perfection.** Grantor hereby consents to any instrument that may be reasonably requested by Agent to publish notice or protect, perfect, preserve, continue, extend, or maintain the security interest and lien, and the priority thereof, of this Security Instrument or the interest of Agent in the Mortgaged Property, including, without limitation, deeds of trust, security agreements, financing statements, continuation statements, and instruments of similar character, and Grantor shall pay or cause to be paid (i) all filing and recording taxes and fees incident to each such filing or recording, (ii) all expenses, including without limitation, actual third party attorneys' fees and costs reasonably incurred by Agent in connection with the preparation and acknowledgement of all such instruments, and (iii) all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the delivery of such instruments. Grantor hereby consents to, and hereby ratifies, the filing of any financing statements relating to the Loan made prior to the date hereof. Grantor hereby irrevocably constitutes and appoints Agent as the attorney-in-fact of Grantor, to file with the appropriate filing office any such instruments. In addition, Grantor hereby authorizes Agent to cause any financing statement or fixture filing to be filed or recorded without the necessity of obtaining the consent of Grantor.

(c) **Place of Business.** Grantor maintains its principal place of business as set forth as the address of Grantor in Section 20 below, and Grantor will notify Agent in writing of any change in its place of business within five (5) days of such change.

(d) Fixture Filing. Certain of the Mortgaged Property is or will become "fixtures" (as that term is defined in the Code) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Code upon such of the Mortgaged Property that is or may become fixtures. For this purpose, the respective addresses of Grantor, as debtor, and Agent, as secured party, are as set forth in either the cover page or introductory paragraph to this Security Instrument.

(e) Representations and Warranties. Grantor represents and warrants that: (i) Grantor is the record owner of the Mortgaged Property; (ii) Grantor's principal place of business is located in the State of Michigan; (iii) Grantor's state of organization is the State of Delaware; (iv) Grantor's exact legal name is as set forth on Page 1 of this Security Instrument; (v) Grantor's organizational identification number is 10664480. (vi) Grantor is the owner of the Personal Property subject to no liens, charges or encumbrances other than the lien hereof and the Permitted Encumbrances. (vii) except as otherwise expressly permitted by the Credit Agreement, the Personal Property will not be removed from the Mortgaged Property by or with the consent of Grantor without the consent of the Agent, and (viii) no financing statement covering any of the Personal Property or any proceeds thereof is on file in any public office except pursuant hereto.

4. Restrictions on Transfer.

(a) Grantor, without the prior written consent of the Agent, shall not effect, suffer or permit any Prohibited Transfer (as defined in the Credit Agreement).

(b) In determining whether or not to make the Loan, Agent evaluated the background and experience of Borrower and the Guarantors and their respective partners, shareholders, managers and members in owning and operating property such as the Mortgaged Property, found them acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Property which is the security for the Secured Obligations. Grantor is well experienced in borrowing money and owning and operating property such as the Mortgaged Property, was ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Grantor recognizes that the Lenders are entitled to keep their respective loan portfolios at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Grantor. Grantor further recognizes that any secondary junior financing placed upon the Mortgaged Property (i) may divert funds which would otherwise be used to pay the Secured Obligations; (ii) could result in acceleration and foreclosure by any such junior encumbrancer which would force the Agent to take measures and incur expenses to protect the security for the Secured Obligations; (iii) would detract from the value of the Mortgaged Property should the Agent come into possession thereof with the intention of selling same; and (iv) would impair the Agent's right to accept a deed in lieu of foreclosure, as a foreclosure by the Agent would be necessary to clear the title to the Mortgaged Property. In accordance with the foregoing

and for the purposes of (a) protecting the security for the Secured Obligations, both of repayment and of value of the Mortgaged Property; (b) giving Lenders the full benefit of their bargain and contract with the Borrower and Guarantors; (c) allowing the Lenders to raise the interest rate and collect assumption fees; and (d) keeping the Mortgaged Property free of subordinate financing liens. Grantor agrees that if this section is deemed a restraint on alienation, that it is a reasonable one.

5. **Events of Default.** The occurrence of any Event of Default under the Credit Agreement or any other Loan Document including without limitation, nonpayment by Borrower of any Rate Management Obligation when due or the breach by Borrower of any term, provision or condition contained in any Rate Management Agreement (in each case subject to any applicable cure periods), shall constitute an Event of Default hereunder.

6. **Remedies.** During the continuance of an Event of Default (regardless of the pendency of any proceeding which has or might have the effect of preventing Grantor from complying with the terms of this instrument), and in addition to such other rights as may be available under any other Loan Document or under applicable Laws, but subject at all times to any mandatory legal requirements:

(a) **Acceleration.** Agent may declare the outstanding principal balance of the Notes, Guaranteed Obligations and all unpaid indebtedness of Borrower and Guarantors hereby secured, including interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind (and upon the occurrence of any Event of Default described in Section 9.1(h) of the Credit Agreement, such indebtedness shall automatically become due and payable without any action by Agent).

(b) **Uniform Commercial Code.** Agent shall, with respect to the Personal Property, have all the rights, options and remedies of a secured party under the Code, including without limitation, the right to the possession of any such property or any part thereof, and the right to enter with legal process any premises where any such property may be found. Any requirement of the Code for reasonable notification shall be met by mailing written notice to Grantor at its address set forth in Section 20 hereof at least ten (10) days prior to the sale or other event for which such notice is required. Any such sale may be held as part of and in conjunction with any foreclosure sale of the other properties and rights constituting the Mortgaged Property in order that the Mortgaged Property, including the Personal Property, may be sold as a single parcel if the Agent elects. Grantor hereby agrees that if the Agent demands or attempts to take possession of the Personal Property or any portion thereof in exercise of its rights and remedies hereunder, Grantor will promptly turn over and deliver possession thereof to the Agent, and the Grantor authorizes, to the extent the Grantor may now or hereafter lawfully grant such authority, the Agent, its employees and agents, and potential bidders or purchasers to enter upon the Mortgaged Property or any other office, building or property where the Personal Property or any portion thereof may at the time be located (or believed to be located) and the Agent may (i) remove the same therefrom or render the same inoperable (with or without removal from such location); (ii) repair, operate, use or manage the Personal Property or any portion thereof; (iii) maintain, repair or store the Personal Property or any portion thereof; (iv)

view, inspect and prepare the Personal Property or any portion thereof for sale, lease or disposition; (v) sell, lease, dispose of or consume the same or bid thereon; or (vi) incorporate the Personal Property or any portion thereof into the Land or the Improvements or Fixtures and sell, convey or transfer the same or instruct the Trustee to sell the same in accordance with the laws applicable to the foreclosure of real estate interests in the State of Washington, as provided herein. The reasonable expenses of retaking, selling and otherwise disposing of the Personal Property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional Secured Obligations and shall be payable upon demand with interest at the Default Rate until paid to Agent.

(c) Legal and Equitable Remedies. Agent may proceed to protect and enforce the rights of Agent hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Security Instrument. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Secured Obligations in the decree of sale, all expenditures and expenses authorized by the foreclosure laws of the State of Washington, as from time to time amended (the "Foreclosure Laws") and all other expenditures and expenses which may be paid or incurred by or on behalf of Agent for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be reasonably estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Agent may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be reasonably incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the reasonable fees of any attorney employed by Agent in any litigation or proceedings affecting this Security Instrument, the Guaranty, any of the other Loan Documents or the Mortgaged Property, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be additional Secured Obligations and shall be immediately due and payable by Grantor, with interest thereon at the Default Rate until paid to Agent.

(d) Appointment of Receiver. Agent shall, as a matter of right, without notice and without giving bond to Grantor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Grantor or the then value of the Mortgaged Property, be entitled to have a receiver appointed, pursuant to the Foreclosure Laws, of all or any part of the Mortgaged Property and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Grantor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable Laws, without notice, enter upon and take possession of the Mortgaged Property or any part thereof by summary

proceedings, ejectment or otherwise, and may remove Grantor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) Taking Possession, Collecting Rents, Etc. Upon demand by Agent, Grantor shall surrender to Agent and Agent may enter and take possession of the Mortgaged Property or any part thereof personally, by its agent or attorneys or be placed in possession pursuant to court order as mortgagee in possession or receiver as provided in the Foreclosure Laws, and Agent, in its discretion, personally, by its agents or attorneys or pursuant to court order as mortgagee in possession or receiver as provided in the Foreclosure Laws may enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers, and accounts of Grantor relating thereto, and may exclude Grantor and any agents and servants thereof wholly therefrom and may, on behalf of Grantor, or in its own name as Agent and under the powers herein granted:

(i) hold, operate, manage and control all or any part of the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Mortgaged Property, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Grantor;

(ii) cancel or terminate any lease or sublease of all or any part of the Mortgaged Property for any cause or on any ground that would entitle Grantor to cancel the same;

(iii) elect to disaffirm any lease or sublease of all or any part of the Mortgaged Property made subsequent to this Security Instrument without Agent's prior written consent;

(iv) extend or modify any then-existing Leases and make new Leases of all or any part of the Mortgaged Property, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the applicable Maturity Date of the Loan and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Grantor, all persons whose interests in the Mortgaged Property are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Secured Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(v) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Mortgaged Property as may seem judicious to Agent, to insure and reinsure the Mortgaged Property and all risks incidental to Agent's possession, operation and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom:

(vi) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Mortgaged Property, to the payment of Taxes, Premiums and other charges applicable to the Mortgaged Property, or in reduction of the Secured Obligations in such order and manner as Agent shall select, in its sole discretion; and

(vii) receive and collect the rents, issues, profits and revenues of the Mortgaged Property personally or through a receiver so long as an Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Grantor agrees to consent to a receiver if it is believed necessary or desirable by the Agent to enforce its rights under this subsection. The collection of rents, issues, profits or revenues of the Mortgaged Property by the Agent shall in no way waive the right of the Agent to foreclose this Security Instrument in the event of any said Event of Default.

Nothing herein contained shall be construed as constituting Agent a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Property. The right to enter and take possession of the Mortgaged Property and use any personal property therein, to manage, operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Agent hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof or under the other Loan Documents. The expenses (including any receiver's fees, reasonable attorneys' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which expenses Grantor promises to pay upon demand together with interest thereon at the Default Rate until paid to Agent. Agent shall not be liable to account to Grantor for any action taken pursuant hereto other than to account for any rents actually received by Agent. Without taking possession of the Mortgaged Property, Agent may, in the event the Mortgaged Property become vacant or are abandoned, take such steps as it deems appropriate or as required by any applicable Laws to register, maintain, repair, protect and secure the Mortgaged Property (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional Secured Obligations payable upon demand with interest thereon at the Default Rate.

(f) Indemnity. Grantor hereby agrees to indemnify, defend, protect and hold harmless the Agent and the Lenders and their respective employees, officers and agents from and against any and all liabilities, claims and obligations which may be incurred, asserted or imposed upon them or any of them as a result of or in connection with any use, operation, or lease of any of the Mortgaged Property, or any part thereof, or prior to the taking of actual possession thereof by the Trustee, Agent or any of their respective employees agents or representatives; provided, however, that the foregoing indemnity shall not extend to such liabilities, claims or obligations as result from the gross negligence or

intentional misconduct of the Agent, Trustee or any of the Lenders or their respective employees, officers or agents.

7. **Compliance with Foreclosure Laws.**

(a) In the event that any provision in this Security Instrument shall be inconsistent with any provision of the Foreclosure Laws, the provisions of the Foreclosure Laws shall take precedence over the inconsistent provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the Foreclosure Laws.

(b) If any provision of this Security Instrument shall grant to Agent any rights or remedies upon the occurrence of an Event of Default which are more limited than the rights that would otherwise be vested in Agent under the Foreclosure Laws in the absence of said provision, Agent shall be vested with the rights granted in the Foreclosure Laws to the full extent permitted by law.

8. **Waiver of Right to Redeem - Waiver of Appraisalment, Valuation, Etc.** Grantor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Security Instrument, but hereby waives the benefit of such Moratorium Laws. Grantor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Property may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Agent may determine in its sole discretion. Agent shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Agent so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Agent with the amount payable to Agent out of the net proceeds of such sale. In the event of any such sale, the outstanding principal amount of the Loan and the other Secured Obligations, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. To the fullest extent permitted by law, Grantor, on behalf of Grantor, and each and every person acquiring any interest in, or title to the Mortgaged Property described herein subsequent to the date of this Security Instrument, and on behalf of all other persons to the extent permitted by applicable Laws, hereby voluntarily and knowingly waives (i) any and all rights of redemption and (ii) any and all rights of reinstatement.

9. **Costs and Expenses of Foreclosure.** In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Agent or Trustee for appraisers' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, and similar data and assurances with respect to title as Agent or Trustee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true

condition of the title to or the value of the Mortgaged Property, and reasonable attorneys' fees, together with all fees, expenses and commissions pursuant to Section 30 below, all of which expenditures shall become additional Secured Obligations which Grantor agrees to pay and all of such expenditures shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Rate.

10. **Protective Advances.**

(a) Advances, disbursements and expenditures made by Agent and/or Lenders for the following purposes, whether before and during a foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, shall, in addition to those otherwise authorized by this Security Instrument, constitute "Protective Advances":

(i) all advances reasonably made by Agent and/or Lenders in accordance with the terms of this Security Instrument to: (A) register, preserve or maintain, repair, restore or rebuild the Improvements upon the Mortgaged Property; (B) preserve the lien of this Security Instrument or the priority thereof; or (C) enforce this Security Instrument;

(ii) payments by Agent and/or Lenders of: (A) when due, installments of principal, interest or other obligations in accordance with the terms of any prior lien or encumbrance; (B) when due, installments of Taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (C) other obligations authorized by this Security Instrument; or (D) any other reasonable amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Mortgaged Property;

(iii) advances by Agent and/or Lenders in settlement or compromise of any claims asserted by claimants under any prior liens;

(iv) reasonable attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Security Instrument; (B) in connection with any action, suit or proceeding brought by or against the Agent and/or Lenders for the enforcement of this Security Instrument or arising from the interest of the Agent and/or Lenders hereunder or under any of the other Loan Documents; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(v) Agent's and/or Lenders' reasonable fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing;

(vi) advances of any amount required to make up a deficiency in deposits for installments of Taxes and assessments and Premiums as may be authorized by this Security Instrument;

(vii) expenses properly deductible from proceeds of sale; and

(viii) expenses incurred and expenditures made by Agent and/or Lenders for any one or more of the following: (A) Premiums for casualty and liability insurance whether or not Agent or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof; (B) repair or Restoration of damage or destruction in excess of available Insurance Proceeds or Awards; (C) payments required or reasonably deemed by Agent to be for the benefit of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (D) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the Mortgaged Property; or (E) payments required or reasonably deemed by Agent to be necessary pursuant to any Lease or other agreement for occupancy of the Mortgaged Property.

(b) All Protective Advances shall be additional Secured Obligations, and shall become immediately due and payable within ten (10) Business Days following written notice and, to the extent not paid within such ten (10) business day period, shall accrue with interest thereon from the date of the advance until paid at the Default Rate.

(c) This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded.

(d) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Foreclosure Laws, apply to and be included in the:

(i) determination of the amount of Secured Obligations at any time;

(ii) indebtedness found due and owing to the Agent and/or Lenders in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose:

(iii) determination of amounts deductible from sale proceeds;

(iv) application of income in the hands of any receiver or mortgagee in possession; and

(v) computation of any deficiency judgment.

11. **Application of Proceeds.** The proceeds of any foreclosure sale of the Mortgaged Property or of any sale of property pursuant to Section 6(c) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure

or other proceedings including all such items as are mentioned in Sections 6(c) and Section 9 hereof; second, to all items, other than principal and interest evidenced by the Notes, which under the terms hereof constitute Secured Obligations with interest thereon as herein provided; third, to all unpaid interest and late fees on the Notes; fourth, to all unpaid principal on the Notes; fifth, to whomsoever shall be lawfully entitled to the same.

12. **Rights Cumulative.**

(a) Each right, power and remedy herein conferred upon the Agent is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time concurrently or independently and as often and in such order as may be deemed expedient by the Agent.

(b) By accepting payment of any sums secured by this Security Instrument after the due date thereof, by accepting performance of any of Grantor's obligations hereunder after such performance is due, or by making any payment or performing any act on behalf of Grantor which Grantor was obligated but failed to perform or pay, the Agent shall not waive, nor be deemed to have waived, its rights to require payment when due of all sums secured hereby and the due, punctual and complete performance of Grantor's obligations under this Security Instrument, the Notes, and all other Loan Documents. No waiver or modification of any of the terms of this Security Instrument shall be binding on the Agent unless set forth in writing signed by the Agent and any such waiver by the Agent of any Event of Default by Grantor under this Security Instrument shall not constitute a waiver of any other Event of Default under the same or any other provision hereof. If the Agent holds any additional security for any of the obligations secured hereby, it may pursue its rights or remedies with respect to such security at its option either before, contemporaneously with, or after a sale of the Mortgaged Property or any portion thereof.

(c) Any releases, discharges, modifications, changes and waivers of the liability of Borrower, Grantor or any other Guarantor under the Notes, this Security Instrument, or any of the other Loan Documents must be expressly made in writing by Agent and/or the Lenders, as applicable. No other act or omission by the Agent or the Lenders shall release, discharge, modify, change or otherwise affect the liability of Borrower, Grantor or the other Guarantor under the Notes, this Security Instrument, or any of the other Loan Documents, as applicable, or any other obligation of Borrower, Grantor or the other Guarantors or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, or preclude the Agent from exercising any right, power or privilege herein granted or intended to be granted in the event of any Event of Default then made or of any subsequent Event of Default, or alter the security interest or lien of this Security Instrument or any of the other Loan Documents except as expressly provided in an instrument or instruments executed by the Agent. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Agent in the exercise of any right, power or remedy accruing hereunder or under any of the other Loan Documents or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein. Except as otherwise specifically

required herein or as required under applicable law, notice of the exercise of any right, remedy or power granted to the Agent by this Security Instrument is not required to be given; provided that Agent must give written notice to Borrower and Grantor of any costs incurred by Agent, together with reasonable evidence of such costs, that are required to be reimbursed by Borrower and Grantor hereunder.

13. Successors and Assigns; Assignment.

(a) This Security Instrument and each and every provision hereof shall be binding upon the Grantor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Mortgaged Property or any other person having an interest therein), and shall inure to the benefit of the Agent and the Lenders and their respective successors and assigns to the extent permitted under the Credit Agreement.

(b) All of the covenants of this Security Instrument shall run with the Land and be binding on any successor owners of the Land. In the event that the ownership of the Mortgaged Property or any portion thereof becomes vested in a person or persons other than Grantor, the Agent may, without notice to Grantor, deal with such successor or successors in interest of the Grantor with reference to this Security Instrument and the Secured Obligations in the same manner as with Grantor without in any way releasing or discharging Grantor from its obligations hereunder. Grantor will give prompt written notice to the Agent of any conveyance, transfer or change of ownership of the Mortgaged Property, to the extent constituting real property, but nothing in this Section shall vary or negate the provisions of Section 4 hereof.

(c) The rights and obligations of Grantor under this Security Instrument may not be assigned without the prior written consent of Agent and any purported assignment by Grantor shall be null and void. Agent shall have the right to sell, assign or transfer portions of its right, title and/or interest in and to this Security Instrument and the other Loan Documents (including the sale of participation interests therein) in accordance with the terms of the Credit Agreement.

14. Execution of Separate Security Agreements, Financing Statements, Etc.; Estoppel Letter; Corrective Documents.

(a) Grantor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as the Agent shall reasonably require for the better assuring, conveying, mortgaging, assigning and confirming unto the Agent all property mortgaged hereby or property intended so to be, whether now owned by Grantor or hereafter acquired. Without limitation of the foregoing, Grantor will assign to the Agent, upon request, as further security for the Secured Obligations, its interest in all agreements, contracts, licenses and permits affecting the Mortgaged Property, such assignments to be made by instruments reasonably satisfactory to the Agent, but no such assignment shall be construed as a consent by the Agent to any agreement, contract, license or permit or to impose upon the Agent any obligations with respect thereto.

(b) From time to time, Grantor will furnish, within ten (10) Business Days after request from the Agent, a written and duly acknowledged statement of the amount due under the Notes, this Security Instrument and the other Loan Documents and whether any alleged offsets or defenses exist against the Secured Obligations.

(c) Grantor and the Agent shall, at the request of the other, promptly correct any defect, error or omission which may be discovered in the contents of this Security Instrument or in the execution or acknowledgment hereof or in any other instrument executed in connection herewith or in the execution or acknowledgment of such instrument and will execute and deliver any and all additional instruments as may be requested by the Agent or Grantor, as the case may be, to correct such defect, error or omission.

15. **Subrogation.** If any part of the Secured Obligations is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then by advancing the monies to make such payment, the Agent shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

16. **Governing Law.** The Loan and all terms and provisions in this Security Instrument and the other Loan Documents shall be governed by the laws of the State of New York, without regard to conflict of law principles, except for the creation, perfection and enforcement of certain lien rights and remedies provided herein which must be governed by the laws of the situs of the Mortgaged Property, that being the State of Washington, regarding which lien rights and remedies shall be governed by and construed in accordance with the laws of the State of Washington, without reference to the conflicts of law principles of that State, and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws. The laws of the State of Washington shall not govern any matters of usury under the Loan or this Security Instrument, and all matters of usury or otherwise pertaining to the lawful rate or rates of interest that may be charged with respect to the Loan shall be governed by the laws of the State of New York and applicable United States federal law.

17. **Business Loan.**

(a) Grantor declares, represents, certifies and agrees that the proceeds of the Notes will be used solely for commercial, investment or business purposes and not for personal, family or household purposes, and the Loan is exempt from interest limitations and is an exempted transaction under the Truth in Lending Act, 15 U.S.C. Section 1601 et seq.

(b) All rights, remedies and powers provided by this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of this Security Instrument are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Security Instrument invalid or unenforceable under the provisions of any applicable Laws.

18. **Assignment of Leases and Other Agreements Affecting the Mortgaged Property.** In order to further secure payment of the Secured Obligations and the observance, performance and discharge of Grantor's obligations under the Loan Documents, Grantor hereby grants a security interest in and assigns, sells, transfers and conveys to Agent all of Grantor's right, title and interest in and to all current and future Leases and Rents. This assignment is intended as security for the Secured Obligations, pursuant to RCW 7.28.230, as amended, and the recording of this Security Instrument shall immediately perfect the security interest such rents in Agent and shall not require any further action by Agent to be perfected as to any subsequent purchaser, mortgagee, or assignee of any interest in the Mortgaged Property. Nevertheless, subject to the terms of Section 5 of this Security Instrument, Agent grants to Grantor a revocable license to collect, receive, use and enjoy the Rents and administer the Leases in accordance with the terms and provisions of the Loan Agreement and other Loan Documents. Grantor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums. The lien created by this assignment shall be specific, perfected and choate upon recording as provided in RCW 7.28.230, as amended, and Trustee and Beneficiary shall be entitled to all of the rights and benefits available under RCW 7.28.230, as amended. Neither these assignments nor Agent's enforcement of the provisions of these assignments (including the receipt of the Rents) will operate to subordinate the lien of this Security Instrument to any of the rights of any tenant or contract purchaser or other party to any other agreement affecting the use, enjoyment or occupancy of the Mortgaged Property of all or any part of the Mortgaged Property, or to subject Agent to any liability to any such tenant or contract purchaser for the performance of any obligations of Grantor and certain other Subsidiary Guarantors under any such Lease or Sales Contract or other agreement affecting the Mortgaged Property unless and until Agent agrees to such subordination or assumes such liability by an appropriate written instrument.

19. **Environmental/Access Matters.** Concurrently herewith, Borrower, Grantor and the other Guarantors shall execute and deliver an Environmental and ADA Indemnity Agreement (the "Environmental and ADA Indemnity Agreement"). The performance of the covenants, undertakings and obligations of the indemnitors under the Environmental and ADA Indemnity Agreement shall not be secured by this Security Instrument.

20. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth below in this Section or as such party may from time to time designate by written notice to the other parties. Either party by notice to the other in the manner provided herein may designate additional or different addresses for subsequent notices or communications:

To Agent:

Fifth Third Bank, National Association
2029 Century Park East, Suite 800
Los Angeles, California 90067
Attention: Michael P. Perillo

With copy to: Riemer & Braunstein LLP
1221 Brickell Avenue, Suite 1720
Miami, Florida 33131
Attention: Theresa S. Clark, Esq.

To Grantor: c/o REDICO
One Town Square, Suite 1600
Southfield, Michigan 48076
Attn: Paul Stodulski & Andrew Dunlap

With copy to: Taft Stettinius & Hollister LLP
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034
Attention: Richard A. Zussman, Esq.

21. **Releases.**

(a) Upon payment in full of all sums due under the Notes, the Credit Agreement, this Security Instrument and the other of the Loan Documents, the Agent shall, upon the request of, and at the cost of, Grantor, execute and deliver to Trustee a written request to reconvey the Mortgaged Property to Grantor or the person or persons legally entitled thereto. Upon such request, Trustee shall execute and record a written reconveyance of the Mortgaged Property, without warranty, to Grantor or the person or persons legally entitled thereto.

(b) The Agent may, regardless of consideration, cause the release of any part of the Mortgaged Property from the lien of this Security Instrument without in any manner affecting or impairing the lien or priority of this Security Instrument as to the remainder of the Mortgaged Property not so released.

22. **Indemnification by Grantor.** Grantor shall protect and indemnify the Agent, the Trustee and the Lenders from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements), imposed upon or incurred by or asserted against the Agent, the Trustee and/or Lenders or the members, partners, shareholders, directors, officers, agents or employees of the Agent, the Trustee and/or Lenders by reason of (a) ownership of the Mortgaged Property or any interest therein, or receipt of any Rents or other sum therefrom, (b) any accident to, injury to or death of persons or loss of or damage to Mortgaged Property occurring on or about the Mortgaged Property or the adjoining sidewalks, curbs, vaults or vault space, if any, streets or ways, (c) any failure on the part of the Borrower, Grantor or any other Guarantor to perform or comply with any of the terms, covenants, conditions and agreements set forth in this Security Instrument, the Notes, the Credit Agreement, any of the other Loan Documents, or any agreement, reimbursement agreement, guaranty, or any other agreements executed by the Borrower, Grantor or any other Guarantor, or any other persons directly or indirectly liable for the payment of the Secured Obligations, (d) any failure on the part of the Borrower, Grantor or any other Guarantor to perform

or comply with (i) any other agreement executed by the Borrower, Grantor or any other Guarantor, or (ii) any requirement of law, (e) payment of sums for the protection of the lien and security interest of the Agent and Lenders in and to the Mortgaged Property, (f) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof for construction or maintenance or otherwise, or (g) any action brought against the Agent, the Trustee and/or Lenders attacking the validity, priority or enforceability of this Security Instrument, the Notes, the Credit Agreement, any other Loan Document, or any agreement, reimbursement agreement, guaranty, or any other agreements executed by the Borrower, Grantor or any other Guarantor, or any other persons directly or indirectly liable for the payment of the Secured Obligations; provided, however, that the foregoing indemnity shall not extend to such costs, expenses, liabilities, claims or obligations as a result of the gross negligence or intentional misconduct of the Agent, Trustee or any of the Lenders or their respective employees or officers. Any amounts payable to the Agent and/or the Lenders under this section, to the extent not paid within ten (10) Business Days following written demand from Agent, shall bear interest at the Default Rate until paid to Agent and shall be secured by this Security Instrument. In the event any action, suit or proceeding is brought against the Agent, the Trustee and/or Lenders or the members, partners, shareholders, directors, officers, agents or employees of the Agent, the Trustee and/or Lenders by reason of any such occurrence, Grantor, upon the request of the Agent and at Grantor's sole expense, shall resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by Grantor and approved by the Agent. Such obligations under this paragraph shall survive the termination, satisfaction or release of this Security Instrument.

23. **[Reserved]**

24. **Miscellaneous.**

(a) **Time is of the Essence.** Time is of the essence of this Security Instrument.

(b) **Captions and Pronouns.** The captions and headings of the various Sections of this Security Instrument are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

(c) **Future Advance.** This Security Instrument shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Agent or Lenders, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Security Instrument, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the amount of the Guaranteed Obligations, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance, on the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Agent or Lenders, or otherwise, may be made either prior to or after the due date of the Notes or any other notes secured by this Security Instrument. All covenants and agreements contained in this Security Instrument shall be applicable to all further advances

made by Agent or Lenders to Grantor under this future advance clause; provided, however, in no event shall the Lenders be obligated to advance funds in excess of the aggregate of the face amounts of the Notes.

(d) Lenders Not a Joint Venturer or Partner of Grantor. Grantor, the Agent and the Lenders acknowledge and agree that in no event shall the Agent or any Lender be deemed to be a partner or joint venturer with Grantor. Without limitation of the foregoing, neither the Agent nor any Lender shall be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Security Instrument or pursuant to any other instrument or document evidencing or securing any of the Secured Obligations, or otherwise.

(e) Intentionally Omitted.

(f) Waiver of Consequential Damages. Each of Grantor and Agent (by its acceptance hereof) covenants and agrees that in no event shall Grantor, Agent or Lenders be liable for consequential damages, whatever the nature of a failure by the Borrower, Grantor, Agent or the Lenders to perform their obligation(s), if any, under the Loan Documents, and each of Grantor and Agent (by its acceptance hereof) hereby expressly waives all claims that it now or may hereafter have against each other party for such consequential damages.

(g) After Acquired Mortgaged Property. The lien hereof will automatically attach, without further act, to all after-acquired Mortgaged Property attached to and/or used in connection with or in the operation of the Mortgaged Property or any part thereof.

(h) Severability. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Security Instrument except that if such provision relates to the payment of any monetary sum, then the Agent may, at its option declare the Secured Obligations immediately due and payable.

(i) Interpretation of Agreement. Should any provision of this Security Instrument require interpretation or construction in any judicial, administrative, or other proceeding or circumstance, it is agreed that the parties hereto intend that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties hereto have fully participated in the preparation of all provisions of this Security Instrument, including, without limitation, all Exhibits attached to this Security Instrument.

(j) Intentionally Omitted.

(k) Effect of Extensions and Amendments. If the payment of the Secured Obligations, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or

interested in the Mortgaged Property shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Agent, notwithstanding any such extension, variation or release.

(l) Mortgagee-in-Possession. Nothing herein contained shall be construed as constituting the Trustee, Agent or any Lender a mortgagee-in-possession in the absence of the actual taking of possession of the Mortgaged Property by the Trustee or Agent pursuant to this Security Instrument.

(m) No Merger. The parties hereto intend that the Security Instrument and the lien hereof shall not merge in fee simple title to the Mortgaged Property, and if the Trustee or Agent acquires any additional or other interest in or to the Mortgaged Property or the ownership thereof, then, unless a contrary intent is manifested by the Trustee or Agent as evidenced by an express statement to that effect in an appropriate document duly recorded, this Security Instrument and the lien hereof shall not merge in the fee simple title and this Security Instrument may be foreclosed as if owned by a stranger to the fee simple title.

(n) Complete Agreement. This Security Instrument, the Notes, the Credit Agreement and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by each of Borrower, Grantor or any other Guarantor (to the extent such parties are parties to the applicable Loan document being amended) and Agent.

(o) Further Assurances. Grantor shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further assurances and other agreements or instruments, and take or cause to be taken all such other actions, as shall be reasonably necessary from time to time to give full effect to the Loan Documents and the transactions contemplated hereby and thereby.

(p) Attorney's Fees. : For all references to "reasonable attorneys' fees", "actual attorneys' fees", "attorney's fees" or words of similar import that are set forth in this Security Instrument, the parties understand and agree that the same shall be determined by the complexity of the transaction involved, and by time expended at standard hourly rates typically charged, and not determined by any statutory presumption.

25. JURISDICTION AND VENUE. GRANTOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY GRANTOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS SECURITY INSTRUMENT SHALL BE LITIGATED IN THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN SKAGIT COUNTY AND STATE OF WASHINGTON OR, IF AGENT INITIATES SUCH ACTION, ANY COURT IN WHICH AGENT SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. GRANTOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY AGENT IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES

THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS SECURITY INSTRUMENT. GRANTOR WAIVES ANY CLAIM THAT ANY SUCH JURISDICTION IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD GRANTOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, GRANTOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY AGENT AGAINST GRANTOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR GRANTOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY TRUSTEE OR AGENT OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY TRUSTEE OR AGENT OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION. AND GRANTOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

26. **Waiver of Jury Trial.** GRANTOR AND AGENT, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG GRANTOR, TRUSTEE AND/OR AGENT ARISING OUT OF OR IN ANY WAY RELATED TO THIS SECURITY INSTRUMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP AMONG BORROWER, GRANTOR, THE OTHER GUARANTORS, TRUSTEE AND AGENT, AS APPLICABLE. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDERS TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

27. **Additional Waivers.** GRANTOR EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY AGENT ON THIS SECURITY INSTRUMENT, ANY AND EVERY RIGHT IT MAY HAVE TO (A) INTERPOSE ANY COUNTERCLAIM THEREIN UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH COUNTERCLAIM MUST BE ASSERTED IN SUCH PROCEEDING, OR (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH SUIT, ACTION OR PROCEEDING MUST BE CONSOLIDATED WITH THE PROCEEDING BROUGHT BY AGENT.

28. **Compliance with Credit Agreement.** Grantor will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Credit Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

29. **Provisions of Credit Agreement.** The proceeds of the Notes are to be disbursed by the Lenders in accordance with the terms contained in the Credit Agreement, the provisions of

which are incorporated herein by reference to the same extent as if fully set forth herein. Grantor covenants that any and all monetary disbursements made in accordance with the Credit Agreement shall constitute adequate consideration to Borrower and Grantor for the enforceability of this Security Instrument, the Notes, the Credit Agreement and the other Loan Documents, and that all advances and indebtedness arising and accruing under the Credit Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Notes, shall be secured by this Security Instrument; provided, however, that the total Secured Obligations secured hereby shall not in any event exceed two hundred percent of the stated principal amount of the Notes then outstanding.

30. **Cross-Collateralization.** Grantor acknowledges that the obligations secured by this Security Instrument are additionally secured by those certain Mortgages (as defined in the Credit Agreement), executed by each other Subsidiary Guarantor in favor of Agent for the benefit of the Lenders (collectively, the "Other Mortgages"), which encumber the real and personal property more particularly described in the Other Mortgages (such real and personal property, collectively, the "Other Properties"), all as more specifically set forth in the Credit Agreement and the Other Mortgages. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Security Instrument and any or all of the Other Mortgages whether by court action, power of sale or otherwise, under any applicable Law, and the lien and the security interest created by the Other Mortgages shall continue in full force and effect without loss of priority as a lien and security interest securing the payment of that portion of the Secured Obligations then due and payable but still outstanding. Grantor acknowledges and agrees that the Property and the Other Properties are located in one or more states and/or counties, and therefore Agent shall be permitted to enforce payment and performance of the Secured Obligations and exercise any and all rights and remedies under the Credit Agreement, the Note, this Security Instrument, the other Loan Documents or the Other Mortgages, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Agent, in its sole discretion, in any one or more of the states or counties in which the Property or any of the Other Properties are located. Neither the acceptance of this Security Instrument, the other Loan Documents or the Other Mortgages nor the enforcement thereof in any one state or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of the Credit Agreement, the Note, this Security Instrument, the other Loan Documents, or any Other Mortgages through one or more additional proceedings in that state or county or in any other state or county. Any and all sums received by Agent or any Lender under the Credit Agreement, the Note, this Security Instrument and the other Loan Documents shall be applied to the Secured Obligations in such order and priority as Agent shall determine, in its sole discretion, without regard to any portion of the Loan allocated to any Property or any of the Other Properties or the appraised value of the Property or any of the Other Properties.

31. **State Specific Provisions.**

(a) **Rights and Remedies of Trustee.** If an Event of Default has occurred under any of the Loan Documents, other than an Event of Default as to which Beneficiary, in its sole discretion, has accepted in writing a cure:

(i) Trustee may take possession of and sell the Mortgaged Property, or any part thereof requested by Beneficiary to be sold, and in connection therewith Grantor hereby authorizes and empowers Trustee to take possession of and sell (or in case of the default of any purchaser to resell) the Mortgaged Property, or any part thereof, all in accordance with the laws or rules of court of the State of Washington relating to deeds of trust, including any amendments thereof, or additions thereto, which do not materially change or impair the remedy. In connection with any foreclosure, Beneficiary and/or Trustee may (A) procure such title reports, surveys, tax histories and appraisals as they deem necessary and (B) make such commercially reasonable repairs and additions to the Mortgaged Property as they deem advisable, all of which shall constitute as Expenses (hereinafter defined). In the case of any sale under this Security Instrument, by virtue of judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in parcels, by one sale or by several sales, and any fixtures or collateral encumbered by this Security Instrument may be sold at the same sale as the Mortgaged Property or in one or more sales, as may be deemed by Trustee to be appropriate and without regard to any right of Grantor or any other person to the marshalling of assets, for cash, on credit or for other property, for immediate or future delivery, and for such price or prices and on such terms having first given such notice prior to the sale of such time, place and terms by publication in at least one newspaper published or having general circulation in the city or county in which the Mortgaged Property is located or at such time or times as may be required by the laws of the State of Washington or rule of court of the State of Washington, and such other times and by such other methods, if any, as Trustee, in its sole discretion, shall deem advantageous and proper. "Expenses" means all costs and expenses of any nature whatsoever incurred at any time and from time to time (whether before or after an Event of Default) by Beneficiary or Trustee in exercising or enforcing any rights, powers and remedies provided in this Security Instrument or any of the other Loan Documents, including, without limitation, reasonable attorneys' fees, court costs, receiver's fees, management fees and costs incurred in the repair, maintenance and operation of, or taking possession of, or selling, the Mortgaged Property.

(ii) Any sale hereunder may be made at public auction, at such time or times, at such place or places, and upon such terms and conditions and after such previous public notice as Trustee shall deem appropriate and advantageous and as required by the laws of the State of Washington. The parties hereto agree that the advertisement required is as follows: (A) if the advertisement is inserted on a weekly basis, publication once a week for two (2) weeks shall be sufficient and (B) if the advertisement is inserted on a daily basis, publication once a day for three (3) days, which may be consecutive days, shall be sufficient.

(iii) Upon the terms of such sale being complied with, Trustee shall convey to, and at the cost of, the purchaser or purchasers of the interest of Grantor in the Mortgaged Property so sold, free and discharged of and from all estate, title or interest therein of Grantor, at law or in equity, such purchaser or purchasers being hereby discharged from all liability to see to the application of the purchase money.

(iv) Beneficiary and any affiliate thereof may be a purchaser of the Mortgaged Property or of any part thereof or of any interest therein at any public sale thereof, whether pursuant to foreclosure or power of sale or otherwise hereunder, without thereby forfeiting its right to collect any deficiency from Grantor; and Beneficiary may apply upon the purchase price the Obligations secured hereby owing to Beneficiary. Beneficiary, upon any such purchase, shall acquire good title to the properties so purchased, free of the lien of this Security Instrument and free of all rights of redemption in Grantor and free of all liens and encumbrances subordinate to this Security Instrument.

(b) Non-Agricultural Use; Commercial Loan. Grantor represents, warrants, and covenants to Agent that (a) the Mortgaged Property is not, and will not be, used principally for agricultural purposes, and (b) the Loan is made exclusively for commercial, investment, or business purposes and no portion thereof will be used for any consumer, personal, family or household purpose.

(c) Expenses During Redemption Period. If this Security Instrument is foreclosed as a mortgage and the Mortgaged Property sold at a foreclosure sale, the purchaser may during any redemption period allowed, make such repairs or alterations on the Mortgaged Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from the time of such expenditure at the lesser of the Default Rate or the maximum rate permitted by law, will be added to and become a part of the amount required to be paid for redemption from such sale.

(d) Foreclosure Subject to Tenancies. Agent will have the right at its option to foreclose, or cause the nonjudicial foreclosure of, this Security Instrument subject to the rights of any tenant or tenants of the Mortgaged Property.

(e) Successor trustee. In accordance with applicable law, Agent may from time to time appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Mortgaged Property, the successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

(f) Subdivision. Grantor hereby consents to a subdivision of the Mortgaged Property, if Agent, in its sole discretion, determines that a subdivision of the Mortgaged Property is necessary or desirable to preserve the lien of this Security Instrument, or to permit Agent to foreclose on only a portion of the Mortgaged Property.

(g) Agents. In exercising any rights hereunder or taking actions provided for herein, Agent and Trustee may act through their respective employees, agents or independent contractors as authorized by Agent and Trustee.

(h) Deed of Trust Act. It is the express intent of Grantor and Agent, as beneficiary, that this instrument constitute and be effective as a deed of trust under Revised Code of Washington chapter 61.24 (the "Deed of Trust Act"). Notwithstanding the express intent of Grantor and Agent that this instrument constitute and be effective as a deed of

trust under the Deed of Trust Act, should a court of competent jurisdiction determine that this instrument does not constitute or is not effective as such a deed of trust, then this instrument shall be deemed to be a mortgage under Revised Code of Washington chapter 61.12 (the "Mortgage Statute"). In furtherance of the foregoing, Grantor, as mortgagor, hereby mortgages to Agent, as mortgagee, the Mortgaged Property to secure the prompt payment and performance of the Obligations, subject to the terms and provisions of this instrument and the Mortgage Statute and Agent will be entitled to exercise the rights and remedies afforded to Trustee in this instrument. Subject to the foregoing, nothing in this paragraph is intended to have any effect on the characterization, or limit the enforceability, of this instrument as a deed of trust under the Deed of Trust Act or the rights and remedies of Trustee or Agent hereunder or thereunder.

(i) **STATUTORY NOTICE. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

(j) Intentionally Omitted.

(k) Certain Indemnities. If, and only to the extent that, RCW 4.24.115 applies to any damages indemnified against under this Security Instrument or any other Loan Document (such subset of those damages is referred to as the "Specified Damages"), the indemnity against such Specified Damages (the "Specified Indemnity") will be limited by the provisions of this paragraph. No Specified Indemnity will apply so as to indemnify an indemnitee against any Specified Damages caused by or resulting from the sole negligence of such indemnitee, or such indemnitee's agents or employees. To the extent that any Specified Damages are caused by or result from the concurrent negligence of (a) an indemnitee or such indemnitee's agents or employees and (b) Borrower or Borrower's agents or employees, then as between Borrower and such indemnitee, the Specified Indemnity will apply only to the extent of Borrower's negligence (and such indemnity is hereby expressly provided for). If RCW 4.24.115 is hereafter amended to eliminate or modify the limitations on indemnities set forth therein, this paragraph shall automatically and without further act by any party to this Security Instrument be deemed amended to comport with the requirements of RCW 4.24.115, as amended, and to remove any of the limitations contained in this paragraph that are no longer required by then-applicable law. Solely for the purpose of giving, and only to the extent necessary to give, full force and effect to the indemnifications contained in this Security Instrument and the other Loan Documents, and not for the benefit of the employees of any indemnitor, Grantor hereby waives any immunity granted to Grantor under RCW chapter 51 (Industrial Insurance) and hereby agrees that such waiver was mutually negotiated by the parties.

(l) Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 31 and the other terms and conditions of this Security Instrument, the terms and conditions of this Section 31 shall control and be binding.

(m) Cumulative Remedies. Notwithstanding anything to the contrary in this Security Instrument, Beneficiary reserves all rights and remedies under applicable Law, specifically including under the Washington Trust Deed Act (RCW Chapter 61.24).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Security Instrument to be duly executed and delivered as of the day and year first above written.

GRANTOR:

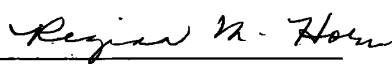
MOB LITTLE MOUNTAIN LLC,
a Delaware limited liability company

By: 
Name: Paul A. Stodulski
Title: Authorized Representative

COMMONWEALTH/STATE OF MICHIGAN)
CITY/COUNTY OF OAKLAND) ss.:

I, Regina M. Horn, a Notary Public for the said County and State of Michigan, do hereby certify that Paul A. Stodulski, as an Authorized Representative of MOB LITTLE MOUNTAIN LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

WITNESS my hand and official stamp or seal, this 24th day of July, 2026.



NOTARY PUBLIC

Print Name: Regina M. Horn

My Commission Expires:

09/08/2029



EXHIBIT A**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 3, of City of Mount Vernon Short Plat No. MV-2-00, approved December 20, 2001, and recorded December 20, 2001, under Auditor's File No. 200112200109, being a portion of Tract 3 of City of Mount Vernon Short Plat No. MV-3-83, approved July 26, 1983 and recorded July 28, under Auditor's File No. 8307280011, in Volume 6 of short plats, Page 74, records of Skagit County, Washington; Being a portion of the Northeast Quarter of Section 29, Township 34 North, Range 4 East, W.M.

4840467.4