

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Helsell Fetterman LLP
1001 Fourth Avenue, Suite 4200
Seattle, Washington 98154
Attention: Scott E. Collins

Space Above Line for Recorder's Use

**SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT**

**NOTICE: THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE
AGREEMENT RESULTS IN YOUR LEASEHOLD INTEREST
BECOMING SUBORDINATE TO THE LIEN OF SOME OTHER OR LATER
SECURITY INSTRUMENT.**

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT ("Agreement"), dated as of November 2, 2022, between **The Northern Trust Company**, an Illinois banking corporation ("Lender"), **Gold Coast 2700 Properties 2, LLC**, a Washington limited liability company ("Owner") and **InterDent Service Corporation**, a Washington corporation ("Tenant"), is as follows:

Owner's predecessor in interest as former landlord, **Bridford Greensboro, LLC**, a North Carolina limited liability company, and **PAHOP, LLC**, an Arizona limited liability company, and Tenant have entered into that certain Lease dated November 09, 2016, as amended by that certain First Amendment to Lease dated September 15, 2017 (collectively "Lease"), pursuant to which Owner leases to Tenant and Tenant leases from Owner the premises more particularly described in the Lease ("Premises") and located on the real property described in Exhibit "A" attached hereto, commonly known as 324 East College Way, Mount Vernon, Washington 98273, as more particularly described in the Lease (the "Secured Property"). Owner has obtained financing for the Secured Property and has executed a promissory note ("Note") in favor of Lender, payment of which is secured by a Deed of Trust ("Deed of Trust") encumbering the Secured Property and an Assignment of Real Property Leases and Rents.

In order to establish certain safeguards and priorities with respect to their respective rights in connection with the Premises, Lender has requested that Owner obtain certain warranties and agreements from Tenant as hereinafter set forth. In consideration of the mutual benefits accruing to the parties hereto, the receipt of which is hereby acknowledged, the parties agree as follows:

AF Number(s): 9309300143 & 200804100131

**1ST AM (8)
NCS-1151524**

1. **Subordination.** The lease is and at all times shall continue to be subject and subordinate to the lien of the Deed of Trust and to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, unless Lender has filed a notice subordinating the lien of its Deed of Trust to the Lease. Lender specifically reserves the right to file such a notice at its sole election. Owner shall not subordinate the Lease to any lien, claim, mortgage, deed of trust, or other encumbrances of any kind, except as provided in this paragraph, and any such other subordination shall be deemed a default under the Deed of Trust. Tenant agrees to execute and deliver to Lender or to any party to whom Tenant hereby agrees to attorn, in commercially reasonable form and substance reasonably satisfactory to such party, such other instrument as either shall request in order to effectuate the provisions of this Agreement.

2. **Limitation on Liability.** Nothing herein contained shall impose any obligation upon Lender to perform any of the obligations of Owner under the Lease unless and until Lender shall become an owner or mortgagee in possession of the Premises, and Lender shall have no personal liability to Tenant beyond Lender's interest in the Secured Property.

3. **Attornment.** Provided that the conditions and agreements set forth herein, including non-disturbance, are complied with, in the event of a foreclosure or other acquisition of the Premises (including, without limitation, by deed in lieu of foreclosure), the Lease shall be recognized as a direct lease from the Lender, the purchaser at the foreclosure sale, or any such subsequent owner (collectively referred to as "Purchaser"), except Purchaser shall not be (i) liable for any previous act or omission of Owner under the Lease (other than to cure defaults of a continuing nature with respect to the Premises and/or the Secured Property); (ii) subject to any offset which shall theretofore have accrued to Tenant against Owner (except such offsets which are expressly set forth in the Lease); (iii) subject to any obligation with respect to any security deposit under the Lease unless such security deposit has been actually delivered to Purchaser; or (iv) bound by any prepayment of rents paid by Tenant more than one month in advance, unless such prepayment shall have been made pursuant to the express terms of the Lease or is expressly approved in writing by Lender, which approval shall not be unreasonably withheld.

4. **Non-disturbance.** So long as no default exists (after notice and opportunity to cure, if any, required by the Lease) as would entitle Owner under the Lease to terminate the Lease or would cause, without any further action of Owner, the termination of the Lease or would entitle Owner to dispossess Tenant thereunder, the Lease shall not be terminated nor shall Tenant's use, possession, or enjoyment of the Premises or any other rights or privileges under the Lease be interfered with, nor shall the leasehold estate granted by the Lease be affected in any foreclosure, or in any action or proceeding instituted under or in connection with the Deed of Trust. Lender shall not join Tenant as a party defendant in any action for the purpose of terminating Tenant's interest under the Lease due to any default by Owner or its successors under the Note or Deed of Trust.

5. **Payment of Rent on Default.** Tenant acknowledges and agrees that the Lease has been assigned to Lender by Owner as security for its obligations under, and secured by, the Note and Deed of Trust. Tenant agrees that, upon receipt of notice from Lender that a default exists under the Note or Deed of Trust, or any instrument or document collateral thereto, Tenant shall make all rental and other payments required pursuant to the Lease, as directed by written instruction from Lender. Tenant may make payments to Lender directly in the event of such a default, for which written notice has been delivered to Tenant, and thereby be properly credited with an offset and credit for such payments as against the rental payments then due under the Lease. Owner acknowledges and agrees that Lender shall be entitled to collect and receive rents pursuant to the Lease as provided herein and Tenant is authorized and hereby directed to make all such

payments of rent to Lender upon receipt of the notice of default provided that Tenant shall be under no duty or obligation to make further inquiry. Tenant shall continue to make all such payments of rent to Lender unless and until Tenant is otherwise authorized and directed in writing by Lender.

6. Further Documents. Tenant shall execute and deliver to Lender or to any party to whom Tenant hereby agrees to atorn, in commercially reasonable form and substance reasonably satisfactory to such party, such other instruments as either shall request in order to effectuate the provisions of this Agreement.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and the holder from time to time of the Note.

8. Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its actual expenses, including without limitation, expert witness fees, actual attorneys' fees and disbursements, to the extent awarded by a court of applicable jurisdiction.

9. Notices. All notices to Lender shall be by certified mail to the address given at the top of page one of this Agreement. All notices to Tenant shall be as provided for in the Lease.

10. Miscellaneous. This Agreement may not be modified other than by an agreement in writing, signed by the parties hereto or by their respective successors in interest. Except as herein modified all of the terms and provisions of the Lease shall remain in full force and effect. In the event of a conflict between the Lease and this Agreement, the terms and provisions of this Agreement shall control. Nothing in this Agreement shall in any way impair or affect the lien created by the Deed of Trust or the other lien rights of Lender.

11. Counterparts. This Agreement may be executed in counterparts which together shall constitute but one and the same original.

SIGNATURES ON FOLLOWING PAGE

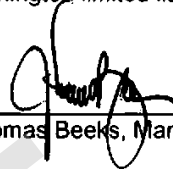
LENDER:

THE NORTHERN TRUST COMPANY

By 
Kevin D. Berg, Vice President

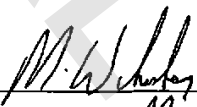
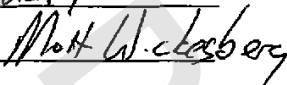
LESSOR:

GOLD COAST 2700 PROPERTIES 2, LLC,
a Washington limited liability company

By 
Thomas Beeks, Manager

LESSEE:

INTERDENT SERVICE CORPORATION,
a Washington Corporation

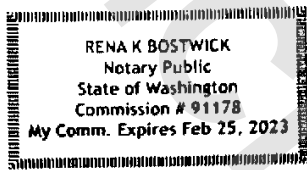
By 
Name: 
Title: CFO

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, a Notary Public in and for said County and State, DO HEREBY CERTIFY that KEVIN D. BERG, who is personally known to me (or was adequately identified to) me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed, sealed and delivered the said instrument as a Vice President of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, to be the free and voluntary act of such party for the for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of January, 2023.

Rena K Bostwick
Printed Name: Rena K Bostwick
NOTARY PUBLIC in and for the State of
Washington, residing at Puyallup
My commission expires: 2/25/2023



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, a Notary Public in and for said County and State, DO HEREBY CERTIFY that THOMAS BEEKS, who is personally known to me (or was adequately identified to) me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed, sealed and delivered the said instrument as a Manager of GOLD COAST 2700 PROPERTIES 2, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of October, 2022.



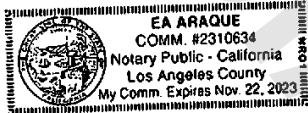
Jill M. Ravenscraft
Printed Name: Jill M. Ravenscraft
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue WA
My commission expires: 1-14-26

CALIFORNIA ^{EA}
STATE OF WASHINGTON)
COUNTY OF LOS ANGELES) ss.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

I, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Matt Wickesberg, who is personally known to me (or was adequately identified to) me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that s/he signed, sealed and delivered the said instrument as the CFO of InterDent Service Corporation, a Washington corporation, to be the free and voluntary act of such party for the for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of Dec, 2022.



Printed Name: EA ARAQUE
NOTARY PUBLIC in and for the State of CALIFORNIA Washington, residing at WS Angeles CA
My commission expires: 11/22/2023

(SEAL)

**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, CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-93, ENTITLED SKAGIT VALLEY SQUARE, APPROVED SEPTEMBER 29, 1993, RECORDED SEPTEMBER 30, 1993 IN VOLUME 10 OF SHORT PLATS, PAGES 240-246, UNDER AUDITOR'S FILE NO. 9309300143 AND BEING A PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MOUNT VERNON, A MUNICIPAL CORPORTION BY DEED RECORDED APRIL 10, 2008 AS AUDITOR'S FILE NO. 200804100131.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.