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INDEX NO.

## **SUBORDINATION AGREEMENT**

This SUBORDINATION AGREEMENT (this "Agreement") is dated as of August 31, 2015, and entered into by and among , in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, the "Term Loan Agent") for the Term Loan Claimholders (as defined herein), WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as agent (in such capacity, together with its successors and assigns, "Revolving Loan Agent"; Term Loan Agent and Revolving Loan Agent are herein collectively called the "Senior Creditors") for the Revolving Loan Claimholders (as defined herein), and Michael B. Pierce (together with his successors and assigns, "Subordinated Creditor").

## **RECITALS**

WHEREAS, Senior Loan Borrowers (as defined herein), Term Loan Agent and Term Loan Lenders (as defined herein) have entered into the Term Loan Agreement (as defined herein), pursuant to which Term Loan Lenders made available to the various Senior Loan Borrowers one or more term loans and agreed to provide other financial accommodations to Senior Loan Borrowers thereunder, in each case upon the terms and subject to the conditions set forth therein, which term loans, other financial accommodations and other Term Loan Debt (as defined herein) are secured by a security interest in, and continuing Lien upon, all or substantially all of the assets and properties of the Obligors (as defined herein);

WHEREAS, Senior Loan Borrowers, Revolving Loan Agent and Revolving Loan Lenders have entered into the Revolving Loan Agreement (as defined herein), pursuant to which the Revolving Loan Lenders have made (or will make) available to the various Senior Loan Borrowers one or more revolving lines of credit and has provided (or will provide) other financial accommodations to Senior Loan Borrowers thereunder, which lines of credit, other financial accommodations and other Revolving Loan Debt (as defined herein) are secured by a security interest in, and continuing Lien upon, all or substantially all of the assets and properties of the Obligors;

WHEREAS, Co-Rect (as defined herein) is issuing the Subordinated Promissory Note (as defined herein) in favor of Subordinated Creditor pursuant to that certain Stock Purchase Agreement dated as of the date hereof, by and among Crown (as defined herein), and Subordinated Creditor (as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which Crown acquired all of the issued and outstanding shares of capital stock of Co-Rect;

WHEREAS, one of the conditions of each Senior Loan Agreement (as defined herein) is that the Senior Obligations (as defined herein) be senior and prior in right of payment to the Subordinated Obligations (as defined herein) as set forth in this Agreement; and

WHEREAS, Subordinated Creditor has agreed to the subordination of the Subordinated Obligations to the Senior Obligations upon the terms set forth in this Agreement.

Each of the Senior Creditors and the Subordinated Creditor hereby agree as follows:

## 1. Definitions.

(a) <u>Defined Terms</u>. As used in this Agreement, the following terms shall have the following meanings: