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Klamath County, Oregon

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FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:

Verizon Wireless

Attn: Network Real Estate - M/S 221

3350 - 161st Avenue SE

Bellevue, WA 98008

(Space above this line is for Recorder's use.)

ORIGINAL

SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORNMEN AGREEMENT

Grantor: Virginia Rae Thompson, Gary Turner and Darcie Turner, as
co-partnership doing business as Klamath Korner Group

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: Klamath County, State of Oregon
Official legal description as Exhibit "A"

Assessor's Tax Parcel ID#: R874441

Reference # (if applicable): N/A

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORNMEN T AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 15th day of Dec, 2005 among South Valley State Bank, whose address is 801 Main Street, Klamath Falls, Oregon 97601 ("Lender"), Virginia Rae Thompson, Gary Turner and Darci Turner, as co-partnership doing business as Klamath Korner Group, whose address is 6728 Amber Way, Klamath Falls, Oregon 97603 ("Landlord"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with offices at 180 Washington Valley Road, Bedminster, New Jersey 0792, successor-in-interest to Qwest Wireless, L.L.C. ("Tenant").

RECITALS

A. Tenant is the lessee pursuant to a Site Lease Agreement ("Lease") dated October 1, 2001, between Landlord and Tenant, of premises located in Klamath Falls, State of Oregon ("Landlord's Property") as shown on Exhibit "A" attached hereto and made a part hereof.

B. Lender intends to make, or has made, a loan to Landlord. This loan is to be, or was, secured by a deed of trust on Landlord's Property ("Trust Deed"). A certain Trust Deed was executed by Landlord and Lender on September 26, 1995 and recorded on October 16, 1995 under Recording Book M95, Page 28178 of the records of Klamath County, in the State of Oregon.

C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.

2. **Consent.** Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

3. **Non-Disturbance.** So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with

by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Landlord's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

LENDER: South Valley State Bank

By: Jeffrey S. Bradford
Name: Jeffrey S. Bradford
Title: Vice President
Date: 11/14/05

LANDLORD: Virginia Rae Thompson, Gary Turner and
Darcie Turner, as co-partnership doing
business as Klamath Korner Group

By: Virginia Rae Thompson
Virginia Rae Thompson
Date: Oct 13, 2005

By: Gary Turner
Gary Turner
Date: 11/14/05

By: Darcie Turner
Darcie Turner
Date: 11/13/05

TENANT: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: Keith A. Surratt
Keith A. Surratt
West Area Vice President - Network
Date: 12/15/05

LENDER ACKNOWLEDGEMENT

STATE OF Oregon
COUNTY OF Lincoln) ss.

On this day of November, 2005, before me, a Notary Public in and for the State of Oregon, personally appeared Jeffrey S. Blackford, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Vice President of South Valley State Bank, to be the free and voluntary act and deed of said banking association for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



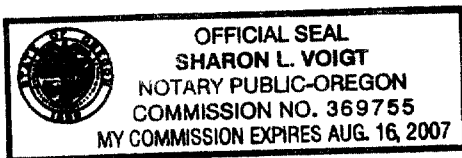
K. Linville
NOTARY PUBLIC in and for the State of Oregon
residing at Lincoln Falls
My appointment expires 2-9-07
Print Name K. LINVILLE

LANDLORD ACKNOWLEDGEMENT

STATE OF OR)
) ss.
COUNTY OF Klamath

On this 13 day of October, 2005 before me, a Notary Public in and for the State of OR, personally appeared Virginia Rae Thompson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His/Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

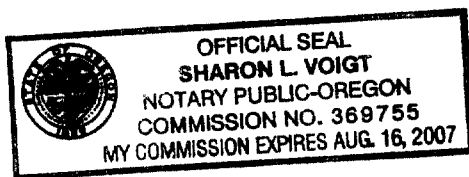


Sharon L Voigt
NOTARY PUBLIC in and for the State of OR,
residing at Klamath Falls
My appointment expires 8-16-07
Print Name Sharon L Voigt

STATE OF OR)
) ss.
COUNTY OF Klamath

On this 13 day of October, 2005, before me, a Notary Public in and for the State of OR, personally appeared Gary Turner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His/Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

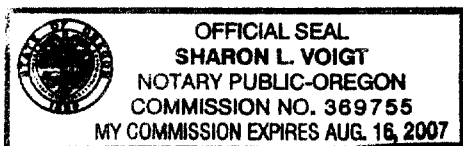


Sharon L Voigt
NOTARY PUBLIC in and for the State of OR,
residing at Klamath Falls
My appointment expires 8-16-07
Print Name Sharon L Voigt

STATE OF OR)
COUNTY OF Klamath) ss.

On this 13 day of October, 2005, before me, a Notary Public in and for the State of OR, personally appeared Darcie Turner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His/Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



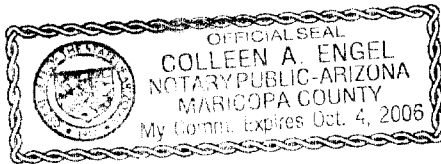
Sharon L Voigt
NOTARY PUBLIC in and for the State of OR,
residing at Klamath Falls
My appointment expires 8-16-07
Print Name Sharon L Voigt

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 15th day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



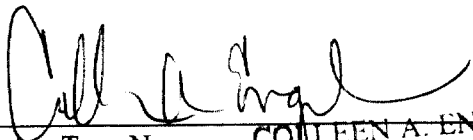

Print or Type Name: COLLEEN A. ENGEL
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: OCT. 4, 2006

Exhibit A
LandLord's Property

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SE 1/4, NE 1/4 OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND BEING A PORTION OF TRACT 50 ENTERPRISE TRACTS, A DULY RECORDED SUBDIVISION, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 50; THENCE NORTH 89°50'20" EAST, ALONG THE NORTH LINE OF SAID TRACT 50, 607.57 FEET TO THE WESTERLY RIGHT OF WAY OF WASHBURN WAY; THENCE SOUTH 00°04'21" WEST, ALONG SAID RIGHT OF WAY, 372.64 FEET TO THE CENTERLINE OF THE ABANDONED O.C. & E. RAILROAD; THENCE NORTH 66°51'15" WEST, ALONG SAID CENTERLINE, 660.25 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 50; THENCE NORTH 00°00'15" EAST 111.41 FEET TO THE POINT OF BEGINNING.