

**WHEN RECORDED RETURN TO:**

Columbia State Bank  
P. O. Box 1757, MS 1200-2,  
Tacoma WA 98401  
Attn: Loan Processing Department

**DOCUMENT TITLE(S)**

Subordination, Nondisturbance and Attornment Agreements

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR(S):**

Douglas W. Kim & Hae-Kyung Kim,  
Trustees of The Douglas and Hae-Kyung Kim Living Trust  
Dated March 2, 2000 and In (Palm Springs), L.L.C.  
1336 Jay Court, West Linn, OR 97068

**GRANTEE(S):**

Columbia State Bank, successor by  
merger to Pacific Continental Bank  
P. O. Box 1757, MS 1200-2,  
Tacoma WA 98401

**ABBREVIATED LEGAL DESCRIPTION:**

Lots 1, 2, 3, 4, 5 & 6, Block 2, TRACT 1163-CAMPUS VIEW,  
according to the official plat thereof on file in the office of the County Clerk  
of Klamath County, Oregon

**TAX PARCEL NUMBER(S):**

R169025, R169034, R169043, R169052, R169061 & R169016

WHEN RECORDED, RETURN TO:

Pacific Continental Bank  
P.O. Box 10727  
Eugene, OR 97440  
Attn: Loan Processing Department

Recorder's Use

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

**PARTIES:**

PACIFIC CONTINENTAL BANK ("Bank")  
P.O. Box 10727  
Eugene, OR 97440

DOUGLAS W. KIM & HAE-KYUNG KIM, ("Owner")  
TRUSTEES OF THE DOUGLAS AND  
HAE-KYUNG KIM LIVING TRUST  
DATED MARCH 2, 2000; AND  
IN (PALM SPRINGS), L.L.C.  
1336 Jay Court  
West Linn, OR 97068

and

UNITED STATES OF AMERICA ("Tenant")  
KLAMATH FALLS RANGER DISTRICT  
OFFICE  
2819 Dahlia Street  
Klamath Falls, OR 97601

This Subordination, Nondisturbance and Attornment Agreement ("Agreement") is made and entered into as of this 1st day of May, 2017, by and between Bank, Owner and Tenant.

## **RECITALS**

A. Owner has entered, or is about to enter, into a loan arrangement with Bank which will be secured by the real property more commonly known as 2819 Dahlia Street, Klamath Falls, OR 97601 ("Premises").

B. Tenant currently leases certain space on Premises pursuant to an unrecorded lease ("Lease"). The term "Lease" includes all extensions, renewals, modifications, and substitutions of the Lease and any other lease of space on the Premises.

C. Bank's loan to Owner (the "Indebtedness") is or will be secured by a Deed of Trust, Mortgage or other encumbrance on the Premises (collectively, the "Trust Deed"), the legal description for which is set forth on Exhibit A attached hereto and incorporated herein. The term "Trust Deed" includes all modifications, amendments and replacements for the Trust Deed. The term "Indebtedness" includes any subsequent increases, consolidations, renewals, extensions, modifications and refinancings of Owner's loan with Bank.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Subordination of Lease.** Tenant hereby irrevocably subordinates to Bank's Trust Deed on the Premises and Bank's lien and rights thereunder, each and every right it may now or hereafter have by virtue of the Lease.

2. **Attornment and Nondisturbance.** Tenant agrees that in the event of Bank's foreclosure of the Trust Deed or other transfer of the fee title to the Premises, Tenant will attorn to the rights of the transferee of the Premises and shall continue to abide by the term of the Lease acknowledging the transferee as landlord of the Premises. Provided Tenant is in full compliance with its obligations under the Lease and this Agreement, Bank agrees that in the exercise and enforcement of any of the rights of Bank as beneficiary under the Deed of Trust, including foreclosure or acceptance of a deed in lieu of foreclosure thereof, the right of peaceful and quiet possession of Tenant in and to the Premises under the Lease shall not be disturbed or affected in any way thereby. The transferee of the Premises shall not be liable for any act or omission of Owner nor subject to any offsets or defenses that Tenant may have against Owner, and Tenant shall retain all of its rights and remedies available to Tenant at law or pursuant to the Lease against the Owner. In the event Bank obtains fee title to the Premises by foreclosure, deed in lieu of foreclosure or other transfer, its duties and obligations as landlord under the Lease shall terminate upon Bank's subsequent transfer of its interest in the Premises.

3. **Estoppel.** Tenant hereby certifies to and agrees with Bank as follows:

3.1 the Lease is in full force and effect;

3.2 all the requirements for the commencement and validity of the Lease have been satisfied;

3.3 Tenant is not in default under the Lease; to the best of the Tenant's knowledge, information and belief, Owner is not in default under the Lease; no act, event or condition has occurred, which with notice or the lapse of time, or both, would constitute a default by Tenant or Owner under the Lease; and no claim by Tenant of any nature exists against Owner under the Lease;

3.4 there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease;

3.5 none of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance;

3.6 if Tenant has any right or option contained in the Lease or in any other document to purchase all or any portion of the leased Premises, Tenant agrees that such right or option shall terminate and shall have no further force or effect in the event of Bank's foreclosure of the Trust Deed or acceptance of a deed of the Premises in lieu of foreclosure by Bank;

3.7 the Lease has not been modified or amended and shall not hereafter be modified or amended in any material respect without the prior written consent of Bank in each instance; and

3.8 Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease.

4. **Notice of Default.** Contemporaneously with giving or sending notice of default or other noncompliance to Owner or any other party regarding the Lease, Tenant shall also give Bank a copy of such notice. Bank shall have thirty (30) days from receipt of such written notice to cure the default or other noncompliance, although it shall not be required to do so, and Tenant agrees not to invoke any of its remedies for the default or other noncompliance during the thirty-day cure period allotted to Bank.

5. **Construction of Improvements.** Notwithstanding any other provision of this Agreement, if Bank obtains ownership of the Premises by foreclosure or deed in lieu of foreclosure and the Lease requires Landlord to construct any improvements on the Premises, the Lease shall terminate unless (i) Bank delivers written notice to Tenant expressly assuming such obligation within thirty (30) days after the foreclosure sale or deed in lieu of foreclosure, or (ii) Tenant waives such obligation by delivery of written notice to Bank within thirty (30) days after receiving notice of the foreclosure or deed in lieu of foreclosure.

6. **Successors and Assigns.** All the terms and provisions of this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and/or assigns of the parties to this Agreement.


7. **Attorney Fees.** If suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is commenced to interpret or enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, costs and expenses actually incurred and reasonably necessary in connection therewith, at trial, on appeal or in any arbitration proceeding, in addition to all other amounts provided by law.

8. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

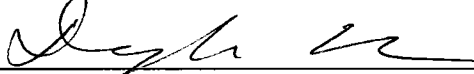
[Signature pages follow]


**OWNER:**

  
Douglas W. Kim, Trustee of The Douglas and Hae-Kyung Kim Living  
Trust under the provisions of a Trust Agreement dated March 2, 2000

  
Haekyung Kim, Trustee of The Douglas and Hae-Kyung Kim Living  
Trust under the provisions of a Trust Agreement dated March 2, 2000

IN (PALM SPRINGS), L.L.C.

By:   
Douglas W. Kim, Member of In (Palm Springs), L.L.C.

By:   
Haekyung Kim, Member of In (Palm Springs), L.L.C.

Trust Acknowledgment

STATE OF OREGON )

County of \_\_\_\_\_ )

ss.

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by  
Douglas W. Kim, as Trustee of The Douglas and Hae-Kyung Kim Living Trust dated March 2, 2000,  
on behalf of the trust.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

*mes-see  
attached*

Trust Acknowledgment

STATE OF OREGON )

County of \_\_\_\_\_ )

ss.

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by  
Haekyung Kim, as Trustee of The Douglas and Hae-Kyung Kim Living Trust dated March 2, 2000,  
on behalf of the trust.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

*mes-see  
attached*

# California All-Purpose Certificate of Acknowledgment

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.

State of California

County of RIVERSIDE

S.S.

On 05-12-2017 before me, MARY E. STEELE, NOTARY PUBLIC

Name of Notary Public, Title

personally appeared DOUGLAS W. KIM

Name of Signer (1)

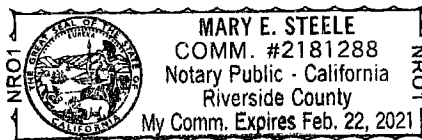
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mary E. Steele  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of SUBORDINATION, NON DISTURBANCE AND ATTORNEYMENT AGREEMENT containing 9 pages, and dated 5-01-2017.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☒ Trustee(s)  
☐ Other:

representing:

Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

### Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_

Limited Liability Company Acknowledgment

STATE OF OREGON       )  
                                      ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by  
Douglas W. Kim, as Member of In (Palm Springs), L.L.C., on behalf of the company.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

*mes-  
see  
attached*

Limited Liability Company Acknowledgment

STATE OF OREGON       )  
                                      ) ss.  
County of \_\_\_\_\_)

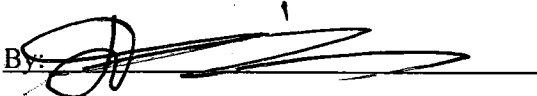
This instrument was acknowledged before me on \_\_\_\_\_, 2017, by  
Haekyung Kim, as Member of In (Palm Springs), L.L.C., on behalf of the company.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

*mes  
see  
attached*

**TENANT:**

UNITED STATES OF AMERICA

By: 

Name: Dana Beckwith

Title: Leasing Contracting Officer



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

State of California )

County of Riverside )

On 05-12-2017 before me, Mary E. Steele, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

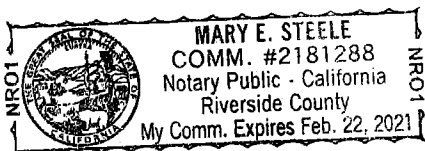
Haekyung Kim

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Mary E. Steele  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: SUBORDINATION, NONDISTURBANCE AND ATTORNEYMENT AGREEMENT Document Date: 05-01-2017

Number of Pages: 9 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☒ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# California All-Purpose Certificate of Acknowledgment

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.

State of California

County of RIVERSIDE

S.S.

On 05-12-2017 before me, MARY E. STEELE, NOTARY PUBLIC

Name of Notary Public, Title

personally appeared DOUGLAS W. Kim

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mary E Steele  
Signature of Notary Public



## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of SUBORDINATION, NONDISTURBANCE AND ATTORNEYS AGREEMENT containing 9 pages, and dated 5-01-2017.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)

☒ Other: member LLC

representing:

Name(s) of Person(s) For whom Signed in Representative Capacity

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page #      Entry #     

Notary contact:     

#### Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐

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.

County of RIVERSIDE

**S.S.**

On 05-12-2017 before me, MARY E. STEELE, NOTARY PUBLIC

Name of Notary Public, Title

Name of N  
Haekyung Kim  
Name of Group (1)

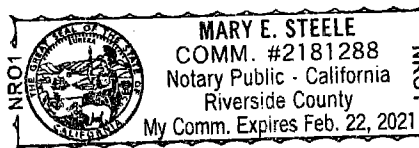
Name of Signer: 11

Name of Sinner (2)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

*Mary E Steele*  
Signature of Notary Public

Signature of Notary Public



Seal

### OPTIONAL INFORMATION

### Description of Attached Document

NONDISTURBANCE AND ATTORNNMENT  
containing 9 pages, and dated 5-1-2017 Agreement

☐ Individual(s)  
☐ Attorney-in-fact  
☐ Corporate Officer(s)

## Training

☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)

☒ Other: member LLC

[illegible]

### Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification    ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page #      Entry #

Notary contact:

Other

☐ Additional Signer    ☐ Signer(s) Thumbprints(s)

\_\_\_\_\_

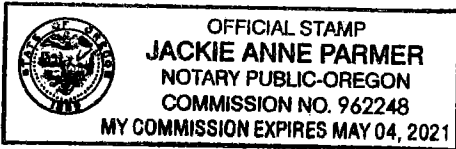
Government Acknowledgment

STATE OF OREGON )

) ss.

County of Multnomah

This instrument was acknowledged before me on May 31<sup>st</sup>, 2017, by Jackie Parmer, as Notary Public of Oregon, on behalf of the government.



Jackie Parmer  
Notary Public for the State of Oregon  
My Commission Expires: May 31, 2021  
4 2021

BANK:

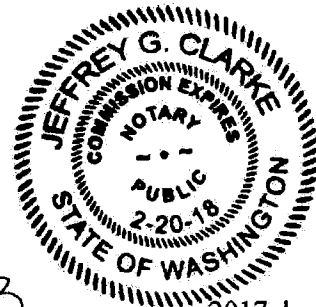
PACIFIC CONTINENTAL BANK

By: [Signature]  
Title: Authorized Officer

Lender Acknowledgement

Washington  
STATE OF OREGON )  
County of King ) ss.

This instrument was acknowledged before me on May 3, 2017, by Sang Yoon, as the Authorized Officer of Pacific Continental Bank, on behalf of the Bank.



[Signature]  
Notary Public for the State of Oregon  
My Commission Expires: 2/20/18

Government Acknowledgment

STATE OF OREGON           )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on  
behalf of the government.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission Expires: \_\_\_\_\_

**BANK:**  
PACIFIC CONTINENTAL BANK

By: [Signature]  
Title: Authorized Officer

Lender Acknowledgement

Washington  
STATE OF ~~OREGON~~           )  
  ) ss.  
County of King \_\_\_\_\_)

This instrument was acknowledged before me on May 3, 2017, by  
Sang Soon Won as the Authorized Officer of Pacific Continental Bank,  
on behalf of the Bank.



[Signature]  
Notary Public for the State of Oregon  
My Commission Expires: 2/20/18

**EXHIBIT A**

Next page

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

Lots 3, 4, 5, 6 and a portion of Lot 2, Block 2, TRACT 1163-CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the centerlines of Dahlia Street and Clover Street in the City of Klamath Falls in the State of Oregon, thence along the centerline of Clover Street North 54° 54' 38" East 30.00 feet to the Northerly right of way line of Dahlia Street, thence continuing along the Northerly right of way line of Dahlia Street North 37° 10' 59" West 50.49 feet to the true point of beginning. Thence continuing along the Northerly right of way line of Dahlia Street along a curve to the left having a radius of 427.57 feet, a central angle of 52° 02' 34", an arc length of 388.37 feet, a long chord of 375.16 feet and a long chord bearing of North 63° 12' 16" West, thence North 00° 46' 26" East 359.39 feet, thence South 89° 13' 34" East 272.76 feet, thence South 00° 46' 26" West 57.00 feet, thence South 87° 22' 21" East 198.16 feet to the Westerly right of way line of Clover Street, thence along the Westerly right of way line of Clover Street South 02° 37' 39" West 263.86 feet, thence continuing along the Westerly right of way line of Clover Street along a curve to the right having a radius of 273.64 feet, a central angle of 47° 49' 42", an arc length of 228.42 feet, a long chord of 221.85 feet and a long chord bearing of South 26° 32' 30" West, thence along a curve to the right having a radius of 20.00 feet, a central angle of 92° 21' 39", an arch length of 32.28 feet, a long chord of 28.86 feet and a long chord bearing of North 83° 21' 49" West to the Northerly right of way line of Dahlia Street and the point of beginning.

**PARCEL 2:**

Lot 1 and a portion of Lot 2, Block 2, TRACT 1163-CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the centerlines of Dahlia Street and Clover Street in the City of Klamath Falls in the State of Oregon, thence along the centerline of Clover Street North 54° 54' 38" East 30.00 feet, thence continuing along the centerline of Clover Street along a curve to the left having a radius of 303.64 feet, a central angle of 52° 16' 59", an arc length of 277.07 feet, a long chord of 267.56 feet and a long chord bearing of North 28° 46' 09" East, thence continuing along the centerline of Clover Street North 02° 37' 39" East 263.86 feet, thence North 87° 22' 21" West 30.00 feet to the Westerly right of way line of Clover Street and the true point of beginning. Thence North 87° 22' 21" West 198.16 feet, thence North 00° 46' 26" East 57.00 feet, thence North 02° 37' 39" East 58.03 feet, thence South 87° 22' 21" East 200.00 feet to the Westerly right of way line of Clover Street, thence along the Westerly right way line of Clover Street, South 02° 37' 39" West 115.00 feet to the point of beginning.