

After Filing Please Return To:
Key Equipment Finance
1000 S. McCaslin Blvd
Superior, CO 80027
Attn: Toni Stenvold

2022-009983
Klamath County, Oregon
08/16/2022 03:30:01 PM
Fee: \$107.00

SUBORDINATION AGREEMENT

Subordinator(s):

1. **KEYBANK NATIONAL ASSOCIATION**

☐ Additional names on page ____ of document

Subordinatee(s):

1. **SELCO SERVICE CORPORATION**, an Ohio corporation

☐ Additional names on page ____ of document

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Additional legal description is on Exhibit B of document

Assessor's Property Tax Parcel Account Number(s):

421109 3808-0800-00700 and 5818555 3808-00800-00700

Reference Numbers of Documents Assigned or Released (if applicable):

☐ Additional reference numbers on page ____ of document

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H2

Subordination Agreement

This **Subordination Agreement** is made as of August 16, 2022 by KeyBank National Association (the "Bank"), for the benefit of SELCO SERVICE CORPORATION, an Ohio corporation, having an address c/o Key Equipment Finance, 555 Patroon Creek Boulevard, Albany, New York 12206 ("SELCO").

INTRODUCTION:

The Bank has a security interest (the "Bank Security Interest") pursuant to a Mortgage in the amount of \$850,000.00 dated November 20, 2017 and recorded on December 8, 2017 at 1:57:02 pm as No. 2017-014003 and Mortgage in the amount of \$850,000.00 dated November 20, 2017 and recorded on December 8, 2017 at 1:57:02 pm as No. 2017-014004 in certain property of T&W Land Holding LLC (the "Fee Owner") more fully described in Exhibit B, hereto. SELCO and the Fee Owner entered into a Ground Lease agreement dated August 1, 2022 (the "Ground Lease") of the property on Exhibit B (the "Real Property"), incident to an equipment financing transaction between SELCO and the Fee Owner (the "Financing") which is evidenced by a lease agreement, promissory note or other evidence of indebtedness in connection with the property described on Exhibit A attached hereto (the "Equipment"). The Bank agrees that it will subordinate the Bank Security Interest to the interest of SELCO in the Financing, the Equipment and the Ground Lease (collectively, the "SELCO Interest") as set forth herein.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank, for itself and for its successors and assigns, hereby agrees that:

1. The Bank Security Interest, and any other security interest of the Bank in the Real Property and, if any, in the Equipment and in any proceeds arising out of the sale, lease or other disposition of the Equipment, shall be subordinate and junior to the SELCO Interest and any proceeds arising out of any sale, lease or other disposition thereof. This subordination shall apply irrespective of the time or order of attachment or perfection of the Bank Security Interest and the SELCO Interest and shall remain in full force and effect (a) so long as SELCO its successors and assigns are owed any sums arising out of or related to the Financing or the Equipment and (b) regardless of whether the Bank or SELCO may seek to rescind, amend, terminate, or reform, by litigation or otherwise, its respective agreements with the Fee Owner.
2. The Bank hereby agrees, for itself and its successors and assigns, that SELCO may assign its rights hereunder to any person or entity ("Assignee") and that the Bank Security Interest shall be subordinate and junior to the interest of any such Assignee. The Bank shall not assign or transfer to others any claim the Bank has or may have against the Fee Owner while the liabilities remain unpaid, unless such assignment or transfer is made expressly subject to this Subordination.
3. The Bank further agrees that SELCO, its agents or assigns, may move or otherwise repossess and foreclose upon the Equipment whenever it deems such action to be necessary or desirable in order to protect the SELCO Interest. If the Bank obtains possession of the Real Property or the Equipment, or any part thereof, by virtue of the Bank Security Interest or otherwise, SELCO shall be entitled, as between the Bank and SELCO, to immediate possession thereof, as is applicable.
4. This Subordination relates to the Financing, the Equipment and the Ground Lease only. No notice of Bank's revocation of this Subordination shall affect this Subordination in relation to the SELCO Interest and/or to the Financing or any amendments, extensions, renewals or modifications thereto then existing and, as to any such amendments, extensions, renewals or modifications, this Subordination shall continue to be effective until the obligations thereunder shall have been fully discharged.

Bank:
KeyBank National Association

X:

Name:

Title:

SELCO Service Corporation

By: _____

Name:

Title:

STATE OF)
) ss
COUNTY OF)

On this ____ day of _____, 2022, before me the subscriber personally appeared _____, who being by me duly sworn, did depose and say that (s)he resides at _____ County, State of _____; that (s)he is a _____ of **SELCO Service Corporation**, the corporation described in and which executed the foregoing instrument; and that (s)he signed his/her name thereto by order of the Board of Directors of said corporation.

NOTARY PUBLIC

My Commission Expires:

STATE OF Washington)
COUNTY OF Benton) ss

On this 15th day of August, 2022, before me the subscriber personally appeared Blaine J. Hendrickson who being by me duly sworn, did depose and say that (s)he resides at 2343 NE 8th St County, State of Oregon; that (s)he is a VP of **KeyBank National Association**, the national banking association described in and which executed the foregoing instrument; and that (s)he signed his/her name thereto by order of the Board of Directors of said organization.

NOTARY PUBLIC

My Commission Expires: 02/10/2025

DANIEL ROSS II
Notary Public
State of Washington
Commission # 21006390
My Comm. Expires Feb 10, 2025

IN WITNESS WHEREOF, the Bank has executed, or has caused this Agreement to be executed, as of the day and year first above written.

Bank:

KeyBank National Association

X: _____
Name: _____
Title: _____

THE ABOVE SUBORDINATION AGREEMENT IS HEREBY
ACKNOWLEDGED AND ACCEPTED AS OF _____, _____ (Year).

SELCO Service Corporation

By: Toni Stenvold
Name: **Toni Stenvold**
Title: **Vice President**

STATE OF Colorado)
COUNTY OF Boulder) ss

On this 3 day of August, 2022, before me the subscriber personally appeared Toni Stenvold, who being by me duly sworn, did depose and say that (s)he resides at Boulder County, State of Colorado; that (s)he is a Vice President of **SELCO Service Corporation**, the corporation described in and which executed the foregoing instrument; and that (s)he signed his/her name thereto by order of the Board of Directors of said corporation.

Chrystal D. Hall

NOTARY PUBLIC

My Commission Expires: 10/21/2024

CHRYSTAL D. HALL
Notary Public
State of Colorado
Notary ID: 20204036717
My Commission Expires 10/21/2024

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 2022, before me the subscriber personally appeared _____, who being by me duly sworn, did depose and say that (s)he resides at _____ County, State of _____; that (s)he is a _____ of **KeyBank National Association**, the national banking association described in and which executed the foregoing instrument; and that (s)he signed his/her name thereto by order of the Board of Directors of said organization.

NOTARY PUBLIC

My Commission Expires:

Exhibit A

DESCRIPTION OF EQUIPMENT

68'x267' Double Wide White Meridian Archwall Metal Storage Building with all attachments and accessories including but not limited to Concrete, Doors, Insulation, Air System and Ventilation Pipe, Double T Air Floor, Industrial Ventilation Equipment on Contract AAAQ6725, Winema Electric labor and materials.

Exhibit B

DESCRIPTION OF PREMISES

Unsurveyed Parcel 1 of Land Partition 22-13 being a re-plat of unsurveyed Parcel 1 of Land Partition 06-12, situated in the SW1/4 of Section 6, Sections 7 and 8 and the S1/2 of Section 9, the East 1/2 of Section 16, the SW1/4 of Section 17, and Section 18, all in Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, recorded October 25, 2013 as 2013-012035.