

After Recording, Return to:

Mountain Pacific Bank
3132 Broadway
Everett, WA 98201
Attention: Commercial Lending



201412290282

Skagit County Auditor

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\$81.00

Subordination, Nondisturbance and Attornment Agreement

BT# 201411050010 UNRECORDED LEASE GUARDIAN NORTHWEST TITLE CO.

Subordination, Nondisturbance and Attornment Agreement (this "Agreement") dated November 3, 2014 among MOUNTAIN PACIFIC BANK ("Lender"), ONEMAIN FINANCIAL, INC., a Hawaii corporation ("Tenant"), and KWANG SOO OH, an individual and EUN KI OH, an individual (jointly and severally, the "Landlord").

106.344

Recitals

A. Landlord is the fee owner of the parcel(s) of land, with the buildings and other improvements thereon, having a street address of 720-790 South Burlington Blvd., Burlington, Washington 98233, which land is more particularly described in Exhibit A to this Agreement (collectively, the "Property").

B. Lender has made, or is about to make, a loan to Landlord in the principal amount of \$ 1,700,000.00 (the "Loan"), evidenced by a promissory note (the "Note") and secured by, among other things, a mortgage on the Property (the "Mortgage") and an assignment of Landlord's interest in the Lease (the "Assignment"). The Note, the Mortgage, the Assignment and all other documents that evidence or secure the Loan, and all amendments, supplements, renewals, replacements, consolidations, extensions, advances and readvances are collectively referred to in this Agreement as the "Loan Documents".

C. Landlord and Tenant entered into a Lease Agreement dated March 12, 1996, as amended by Addendum to Lease Agreement executed as of June 8, 2001, Lease Renewal Agreement dated May 4, 2004, Lease Renewal Agreement and Amendment dated June 30, 2007, Fourth Amendment to Lease dated May 19, 2010 and Lease Amendment dated June 5, 2013 (as it may hereafter be amended, restated, renewed, replaced, or otherwise modified, subject to paragraph 3(a)(iv) of this Agreement, collectively, the "Lease"), under which Landlord leased to Tenant a portion of the Property (the "Premises").

D. Lender desires to confirm the subordination of the lien of the Lease to the lien of the Loan Documents and Tenant desires that Tenant's use, possession and quiet enjoyment of the Premises under the Lease not be disturbed if Lender exercises Lender's rights under the Loan Documents.

Accordingly, in consideration of the mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Tenant and Landlord agree as follows:

1. Subordination. Subject to the provisions of this Agreement, the Lease shall be and remain at all times subject and subordinate to the lien of the Loan Documents.

2. Nondisturbance. So long as Tenant is not in default under the Lease beyond any period given Tenant by the Lease to cure the default:

(a) Tenant shall not be named or joined in any foreclosure, sale or other proceeding to enforce the Loan Documents unless the joinder is required by law in order to perfect such foreclosure, sale or other proceeding (subject, however, to paragraph 2(c) of this Agreement);

(b) The enforcement of the Loan Documents shall not terminate the Lease or disturb Tenant's use, possession or quiet enjoyment of the Premises pursuant to the Lease; and

(c) Tenant's rights under the Lease, and the leasehold estate of Tenant granted by the Lease, shall not be affected in any manner by (i) any transfer of Landlord's interest in the Property by foreclosure, sale or other proceeding for the enforcement of the Loan Documents or by deed in lieu thereof (a "Transfer"), (ii) any other proceeding instituted or action taken under or in connection with the Loan Documents or (iii) Lender's taking possession of the Property or the Premises in accordance with the Loan Documents.

3. Attornment. (a) If a Transfer occurs, Tenant does hereby attorn to the transferee, including Lender, and its successors and assigns (collectively, "Successor"), as the landlord under the Lease, and Tenant and Successor shall be bound to each other under all of the provisions of the Lease, with the same force and effect as if Successor had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further documents upon Successor's succeeding to the interest of the landlord under the Lease. Notwithstanding the foregoing, Successor shall not be:

(i) liable for any act, omission or default of Landlord or any prior landlord under the Lease unless such act, omission or default continues as a default under the Lease after the transfer;

(ii) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord under the Lease (except as expressly provided in the Lease);

(iii) bound by any prepayment of rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord under the Lease (unless received by Successor);

(iv) bound to return any security deposit under the Lease unless received by or credited to Successor; or



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(v) liable to Tenant for any monetary claim in excess of Successor's interest in the Property, it being agreed that Successor's liability under the Lease shall be nonrecourse and that any monetary judgment obtained by Tenant against Successor for its default under the Lease shall be enforced solely against Successor's interest in the Property and not against any other assets of Successor.

(b) Nothing contained this paragraph shall be deemed a waiver of any right or remedy of Tenant against Landlord or any prior landlord under the Lease.

4. Default by Landlord. If Landlord shall default under the Loan Documents, Landlord directs Tenant to, and Tenant agrees to, recognize the Assignment, and to pay to Lender as assignee all rents due under the Lease, commencing upon Tenant's receipt of written notice from Lender that Landlord is in default under the Loan Documents and Lender is entitled to the rents. Landlord hereby authorizes Tenant to accept that direction from Lender and waives all claims against Tenant for any sums so paid at Lender's direction. Such payments of rent by Tenant to Lender by reason of the Assignment and of Landlord's default shall (a) entitle Tenant to full credit under the Lease for any such payments as if paid directly to Landlord and (b) continue until Lender gives Tenant notice that the default of Landlord under the Loan Documents has been cured and instructs Tenant that the rents shall thereafter be payable to Landlord.

5. Default Notices under Lease; Lender's Right to Cure. Landlord shall promptly deliver to Lender a copy of any default notice given by Tenant to Landlord under the Lease. Lender shall have the right, but not the obligation, within the same time period provided to Landlord in the Lease, if any, to cure such default.

6. Notices. (a) All notices under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier, or registered or certified United States mail, postage prepaid, sent to the parties as follows:

(i) if to Lender, at

3732 Broadway
Everett, WA 98201

(ii) if to Tenant, at

300 St. Paul Place
Mailstop BSP17A
Attn: Realty Services (# 470128)
Baltimore, MD 21202

and in the event of a Tenant default, with a copy to

Citigroup Inc.
One Court Square – 45th Floor
Long Island City, NY 11120



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Attn: Associate General Counsel – Real Estate & Corporate Operations,
RE: OneMain Financial # 470128 (Burlington, WA)

(iii) if to Landlord, at

1500 East College Way
Mount Vernon, WA 98233

(b) Notices shall be effective upon receipt or when proper delivery is refused. Addresses for notices may be changed by any party by notice to all other parties given in accordance with this Section.

7. Miscellaneous. This Agreement (a) contains the complete agreement among the parties with respect to the subject matter of this Agreement, (b) supersedes and cancels all negotiations and prior or contemporaneous writings other than the Lease with respect to the subject matter of this Agreement (and if there is any conflict between the provisions of this Agreement and those of the Lease, the provisions of this Agreement shall prevail), (c) may not be modified other than by an agreement in writing signed by the parties to this Agreement or their respective successors or assigns, (d) shall be governed by the law of the State in which the Property is located, (e) may be signed in counterparts and (f) shall benefit and bind the parties to this Agreement, and their respective successors and assigns.

- signature page follows -



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IN WITNESS WHEREOF Landlord, Tenant and Lender have caused this Agreement to be duly executed as of the date set forth above.

Lender:

MOUNTAIN PACIFIC BANK

By: Brian Stewart

Name: Brian Stewart

Title: VP

Tenant:

ONEMAIN FINANCIAL, INC.,
a Hawaii corporation

By: Stephen T. Garbark

Stephen T. Garbark, Senior Vice President

Landlord:

KWANG SOO OH, an individual

EUN KI OH, an individual



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IN WITNESS WHEREOF Landlord, Tenant and Lender have caused this Agreement to be duly executed as of the date set forth above.

Lender:

MOUNTAIN PACIFIC BANK

By: _____
Name: _____
Title: _____

Tenant:

ONEMAIN FINANCIAL, INC.,
a Hawaii corporation

By: Stephen T. Garbark
Stephen T. Garbark, Senior Vice President

Landlord:

Kwang Soo Oh
KWANG SOO OH, an individual

Eun Ki Oh
EUN KI OH, an individual

Kinsun Incorporated

By: Grace Oh
Grace Oh, President

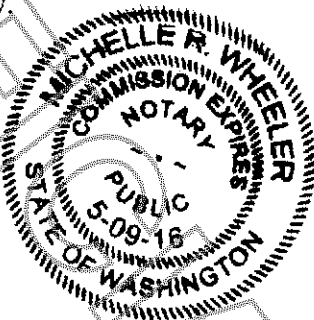


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ACKNOWLEDGEMENTS

STATE OF Washington)
) ss.
COUNTY OF Snohomish)

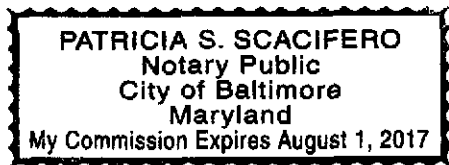
The foregoing instrument was acknowledged before me this 4th day of November, 2014, by Bryant Stewart, Vice President of MOUNTAIN PACIFIC BANK, on behalf of said company.



Michelle R. Wheeler
Notary Public

STATE OF MARYLAND)
) ss.
CITY OF BALTIMORE)

The foregoing instrument was acknowledged before me this 27th day of October, 2014, by Stephen. T. Garbark, Senior Vice President of ONEMAIN FINANCIAL, INC., a Hawaii corporation, on behalf of the corporation.



Patricia S. Scacifero
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by KWANG SOO OH, an individual and EUN KI OH, an individual.

Notary Public



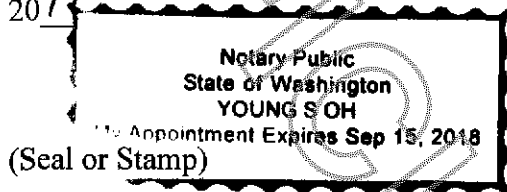
STATE OF WASHINGTON)

SS.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Grace OL is/are the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument and acknowledged it as President (company title) of Yusun Incorporation (Company Name) to be (his/her/their) free and voluntary act of such Corporation / Company for the uses and purposes mentioned in the instrument.

2014 SUBSCRIBED AND SWORN to me before me this 31st day of Oct,



OR
Notary Public

Printed Name: Young OL

My appointment expires: 9-15-18

STATE OF WASHINGTON)

SS.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is/are the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument and acknowledged it as _____ (company title) of _____ (Company Name) to be (his/her/their) free and voluntary act of such Corporation / Company for the uses and purposes mentioned in the instrument.

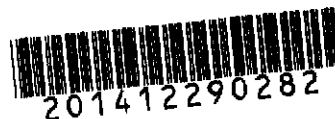
2005. SUBSCRIBED AND SWORN to me before me this _____ day of _____,

(Seal or Stamp)

Notary Public

Printed Name: _____

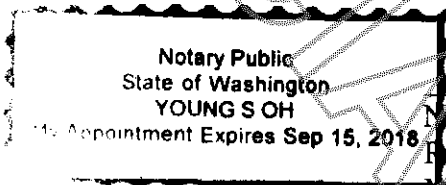
My appointment expires: _____



STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this day personally appeared for me Kwang Soo Eunkid, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

SUBSCRIBED AND SWORN to before me this 3/11 day of
Oct, 2018.



[Signature]
Notary Public in and for the State of Washington
Residing at Lynnwood
My appointment expires: 9-15-18



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Exhibit A

The Land

Legal Description: Portion Lots 7-10, Block 1



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