

**AmeriTitle**  
MTC 45565 AM

**2015-011260**  
Klamath County, Oregon  
10/13/2015 04:18:01 PM  
Fee: \$117.00

**RECORDING REQUESTED BY:**

Umpqua Bank  
Tehama Commercial Banking Center  
c/o Loan Support Services  
PO Box 1580  
Roseburg, OR 97470

**WHEN RECORDED MAIL TO:**

Umpqua Bank  
PO Box 1580  
Roseburg, OR 97470

**SEND TAX NOTICES TO:**

Rodney Alvin Cheyne  
Nichelle Malene Cheyne  
905 Old Midland Road  
Klamath Falls, OR 97603-9549

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(Space Above For Recorder's Use)

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT (this "Agreement") is made as of the latest of the dates set forth below the signatures to this Agreement (such date, the "Effective Date") between Umpqua Bank (collectively with its successors or assigns, "Lender"); Rodney Alvin Cheyne and Nichelle Malene Cheyne ("Owner") as successor-in-interest to Sarah E. Whitis ("Predecessor Owner") as successor-in-interest to Michael J. Riley and Sarah E. Whitis; and MelTel II Valentine LLC f/k/a Valentine Capital, LLC, a Delaware limited liability company, ("Lease Landlord").

A. Owner owns property located at 14130 Matney Road, Klamath Falls, Oregon 97603; Tax Lot # R-4009-01200-01600-000 and R-4009-01200-01000-000 ("Property").

B. Predecessor Owner, through that certain Purchase and Sale of Lease And Successor Lease Agreement, dated March 7, 2014 ("PSA"), among other things, sold and assigned to Lease Landlord all of Predecessor Owner's right, title and interest in, under, and to that certain Ground Lease, dated October 21, 2005, including amendments thereto (collectively the "Lease") between Predecessor Owner and United States Cellular Operating Company Of Medford, an Oregon corporation, d/b/a U.S. Cellular, ("Tenant") under the Lease, with the leased premises defined in the Lease as being a portion of the Property.

C. Owner obtained a mortgage, deed of trust or other lien instrument, dated August 7, 2015, (the "Security Instrument") and recorded in the deed records of Klamath County, Oregon (the "Official Records").

D. As a condition to Lender making the Loan secured by the Security Instrument, Lender requires Lease Landlord to subordinate the Lease and the PSA to the lien of the Security Instrument. Lease Landlord has agreed to subordinate its interests in the Lease and PSA provided Lender does not disturb Lease Landlord's or Tenant's rights in the Premises (as defined in the Lease and including all easements, if any, set forth in or granted under the Lease or PSA).

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. Non-Disturbance. Provided Lease Landlord is not then in default under the terms and conditions of the PSA beyond any applicable notice and cure periods, then:

a. The right of possession of the Tenant and Lease Landlord to the Premises, and Lease Landlord's rights arising out of the Lease and PSA shall not be affected or disturbed by Lender in the exercise of any of its rights under the Security Instrument, or the loan secured thereby; nor shall Tenant or Lease Landlord be named as a party defendant to any foreclosure of the lien of the Security Instrument, unless required by law, nor in any other way be deprived of its rights under the Lease or the PSA

b. If the Lender or any other person acquires title to the Property pursuant to the exercise of any remedy provided for in the Security Instrument, or as a result of a default by Owner thereunder, the Lease and the PSA shall not be terminated or affected by any foreclosure or sale, or any such proceeding, and Lender covenants that any sale by it or transfer of the Property pursuant to the exercise of any rights or remedies under the Security Instrument or otherwise shall be made subject to the Lease and the PSA and the rights of Lease Landlord thereunder.

c. Notwithstanding the foregoing, it is agreed that in no event shall Lender or any other party that becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise (such party, a "Successor Owner"): (i) be subject to any claims, offsets or defenses which Lease Landlord may be entitled to assert against Owner with respect to events occurring prior to Lender obtaining possession of the Property; (ii) be obligated to cure any defaults of Owner occurring prior to Lender obtaining possession of the Property; (iii) be liable for any sum that Owner owed Lease Landlord; (iv) be liable for any breach of any representations or warranty of Owner made to Lease Landlord; or (v) be bound by the terms of any amendment to the PSA executed after the Effective Date without the consent of Lender or Successor Owner, as applicable.

2. Subordination. Subject to the foregoing, the Lease and the PSA shall be subject and subordinate to the lien of the Security Instrument and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications, or replacements thereof.

3. Attornment. Lease Landlord hereby attorns to Lender or any other person or entity who acquires title to the Property, pursuant to the exercise of any remedy provided for in the Security Instrument, or as a result of a default by Owner thereunder, provided the transferee assumes the obligations of Owner under the PSA. Lease Landlord's attornment by these presents shall be effective and self-operative without the execution of any other instruments on the part of the parties hereto, immediately upon such substitute owner succeeding to Owner's fee ownership interest in the Property.

4. Modification. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

5. Estoppel. To Lease Landlord's actual knowledge and belief, Lease Landlord acknowledges and represents that:

a. Entire Agreement. The PSA constitutes the entire agreement between Owner and Lease Landlord with respect to the subject matter thereof and Lease Landlord claims no rights with respect to the Property other than as set forth in the PSA;

b. No Default. As of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the PSA, and (ii) there are no existing claims, defenses or offsets against amounts due or to become due under the PSA;

c. Documents Effective. The PSA has been duly executed and delivered by Lease Landlord and, subject to the terms and conditions thereof, the PSA is in full force and effect, the obligations of Lease Landlord thereunder are valid and binding and there have been no further amendments, modifications or additions to the PSA, written or oral.

6. Notices. All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) Business Days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

If given to Lender:

Umpqua Bank  
Tehama Commercial Banking Center  
c/o Loan Support Services  
PO Box 1580  
Roseburg, OR 97470

If given to Owner:

Rodney Alvin Cheyne  
Nichelle Malene Cheyne  
905 Old Midland Road  
Klamath Falls, OR 97603-9549

If given to Lease Landlord:

MelTel II Valentine LLC  
c/o Melody Wireless Infrastructure  
Attn: Asset Operations  
27201 Puerta Real, 3rd Floor  
Mission Viejo, California 92691  
Site No. W428181

With a copy to:

MelTel II Valentine LLC  
c/o Melody Telecom Land LLC  
60 Arch Street, 2nd Floor  
Greenwich, Connecticut 06830  
Site No. W428181

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

7. Invalidity. If any portion of this Agreement is held invalid or inoperative, then all of the remaining portions will remain in full force and effect, and, so far as is reasonable and possible, effect will be given to the intent manifested by the portion or portions held to be invalid or inoperative.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

9. Successors and Assigns. This Agreement shall inure to the benefit of and bind the parties hereto, and their respective successors and assigns. The obligations and rights of the parties hereunder shall burden the Property and shall run with such Property.

10. Headings. All article, section or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.

11. Counterparts. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

12. Exhibits, Schedules and Riders. All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

*[Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

LENDER:

UMPQUA BANK

By: [Signature]

Name: JOHN H. RAYL  
Title: VICE PRESIDENT

Date: 10/7/15

STATE OF Oregon )  
COUNTY OF Klamath )

On 10/7/2015, before me, Cherice F. Treasure a Notary Public, personally appeared John H. Rayl, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cherice F. Treasure (Seal)



[Signatures Continue on the Following Page]

LEASE LANDLORD:

MELTEL H VALENTINE LLC

By: \_\_\_\_\_

Name: David Bacino

Title: President

Date: \_\_\_\_\_

STATE OF CALIFORNIA )

COUNTY OF ORANGE )

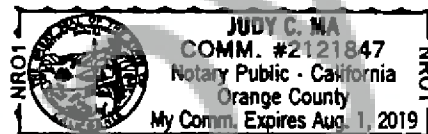
On 10/6/15, before me, Judy C. Ma, a Notary Public, personally appeared David N. Bacino, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 \_\_\_\_\_

(Seal)



[Signatures Continue on the Following Page]

OWNER:

RODNEY ALVIN CHEYNE AND  
NICHELLE MALENE CHEYNE

By: R. a. c.  
Name: Rodney Alvin Cheyne

Date: October 7, 2015

By: M. M. C.  
Name: Michelle Malene Cheyne

Date: October 7, 2015

STATE OF Oregon )  
COUNTY OF Klamath )

On 10/7/2015, before me, Cherice F. Treasure, a Notary Public, personally appeared Rodney Alvin Cheyne and Nichelle Malene Cheyne, who proved to me on the basis of satisfactory evidence to be the people whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument they executed the instrument.

I certify under penalty of perjury under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cherice F. Treasure (Seal)



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1 of Minor Land Partition 7-90 located in the SE1/4 of Section 12, Township 40 South, Range 9 East, Willamette Meridian and in the SE1/4 of the SW1/4 of Section 7, Township 40 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, as filed in the office of the Klamath County Clerk.

Being also known as the NE1/4 SE1/4 and that portion of the NW1/4 SE1/4 lying east of the canal in Section 12, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion lying within the railroad right of way.



EXHIBIT B

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

*(see attached document)*

Unofficial  
Copy

After Recording return to:  
Leota Pilgrim  
Stewart National Title Services  
1980 Post Oak Blvd., Suite 610  
Houston, TX 77056  
RE: 14330285



2014-002297  
Klamath County, Oregon  
03/18/2014 11:35:30 AM  
Fee: \$62.00

PREPARED BY:

Valentine Capital, LLC  
c/o Wireless Capital Partners, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, California 90064  
Attention: Title Department  
Asset# 428181

#### MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE AGREEMENT

This Memorandum of Purchase and Sale of Lease and Successor Lease Agreement (this "Memorandum") is made as of the later of the dates set forth below the signatures to this Memorandum (such date, the "Effective Date"), between Sarah E. Whitis, an Individual ("Landlord"), and Valentine Capital, LLC, a Delaware limited liability company ("Buyer").

A. Landlord, as successor in interest to Michael J. Riley and Sarah E. Whitis, as lessor, and United States Cellular Operating Company of Medford, an Oregon corporation ("Tenant"), as lessee, are parties to the lease described on Schedule A, attached hereto and incorporated herein by reference (as amended or supplemented, the "Lease"), with respect to the premises therein described (the "Premises") of which a Memorandum was recorded on 07/17/2007 as Instrument No 2007-012660 in the Official Records of Klamath County. The Premises form a part of the real property described on Schedule B, attached hereto.

B. Landlord and Buyer are parties to a Purchase and Sale of Lease and Successor Lease Agreement (the "Agreement"), dated as of the Effective Date, pursuant to which Landlord has, among other things, sold and assigned to Buyer, all of Landlord's right, title and interest in, under, and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of Buyer's rights under the Agreement (all capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed thereto in the Agreement).

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has leased the Premises to Tenant and the expiration date of the Lease (taking into account all options in favor of the Tenant to extend the term of the Lease) occurs on or about May 31, 2037. As of the Effective Date, Landlord has sold and assigned, and hereby does sell and assign, all of its right, title and interest in and to the Lease to Buyer, on the terms and subject to the conditions set forth in the Agreement. Additionally, pursuant to the Agreement, Landlord has, and hereby does, lease the Premises to Buyer on the terms and subject to the conditions set forth in the Agreement pertaining to the Successor Lease. The Successor Lease is for a term commencing upon the expiration or termination of the Lease and ending on the Reversion Date.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by Buyer at the address of Buyer above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the Effective Date.

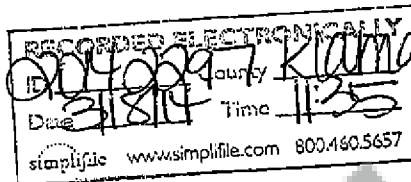
[Signatures Appear on the Following Page]

After Recording return to:  
Leota Pilgrim  
Stewart National Title Services  
1980 Post Oak Blvd., Suite 610  
Houston, TX 77056  
RE: 14330285



PREPARED BY:

Valentine Capital, LLC  
c/o Wireless Capital Partners, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, California 90064  
Attention: Title Department  
Asset# 428181



#### MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE AGREEMENT

This Memorandum of Purchase and Sale of Lease and Successor Lease Agreement (this "Memorandum") is made as of the later of the dates set forth below the signatures to this Memorandum (such date, the "Effective Date"), between Sarah E. Whitis, an Individual ("Landlord"), and Valentine Capital, LLC, a Delaware limited liability company ("Buyer").

A. Landlord, as successor in interest to Michael J. Riley and Sarah E. Whitis, as lessor, and United States Cellular Operating Company of Medford, an Oregon corporation ("Tenant"), as lessee, are parties to the lease described on Schedule A, attached hereto and incorporated herein by reference (as amended or supplemented, the "Lease"), with respect to the premises therein described (the "Premises") of which a Memorandum was recorded on 07/17/2007 as Instrument No 2007-012660 in the Official Records of Klamath County. The Premises form a part of the real property described on Schedule B, attached hereto.

B. Landlord and Buyer are parties to a Purchase and Sale of Lease and Successor Lease Agreement (the "Agreement"), dated as of the Effective Date, pursuant to which Landlord has, among other things, sold and assigned to Buyer, all of Landlord's right, title and interest in, under, and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of Buyer's rights under the Agreement (all capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed thereto in the Agreement).

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has leased the Premises to Tenant and the expiration date of the Lease (taking into account all options in favor of the Tenant to extend the term of the Lease) occurs on or about May 31, 2037. As of the Effective Date, Landlord has sold and assigned, and hereby does sell and assign, all of its right, title and interest in and to the Lease to Buyer, on the terms and subject to the conditions set forth in the Agreement. Additionally, pursuant to the Agreement, Landlord has, and hereby does, lease the Premises to Buyer on the terms and subject to the conditions set forth in the Agreement pertaining to the Successor Lease. The Successor Lease is for a term commencing upon the expiration or termination of the Lease and ending on the Reversion Date.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by Buyer at the address of Buyer above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the Effective Date.

[Signatures Appear on the Following Page]

Landlord:

Sarah E. Whittis  
Sarah E. Whittis

Date: March 5, 2014

STATE OF Oregon )  
COUNTY OF Klamath )

On 3-5-2014, before me, DONNA DELORME a Notary Public, personally appeared Sarah E. Whittis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sarah E. Whittis (Seal)

Donna J. Delorme

[Signatures Continue on the Following Page]



Buyer:

VALENTINE CAPITAL, LLC,  
a Delaware limited liability company

By: 

Name: Joshua L. Wade  
Title: Authorized Signatory

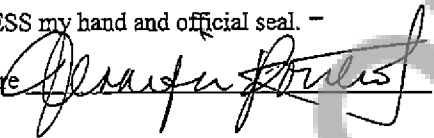
Date: March 7, 2014

STATE OF CALIFORNIA     )  
  )  
COUNTY OF LOS ANGELES    )

On 3/7/2014, before me, Jennifer Pouliot, a Notary Public, personally appeared Joshua L. Wade, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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 

(Seal)



Schedule A

Lease Description

That certain Ground Lease dated October 21, 2005, by and between SARAH E. WHITIS, an Individual, as successor in interest to Michael J. Riley and Sarah E. Whitis whose address is 14130 Matney Road, Klamath Falls, OR 97603 ("Landlord") and United States Cellular Operating Company of Medford, an Oregon corporation ("Tenant"), whose address is 8410 West Bryn Mawr Ave Suite 700, Chicago, IL 60631, for the property located at 14130 MATNEY RD, KLAMATH FALLS, OR 97603.

Schedule B

Legal Description

**Parcel 1 of Minor Land Partition 7-90 located in the SE1/4 of Section 12, Township 40 South, Range 9 East, Willamette Meridian and in the SE1/4 of the SW1/4 of Section 7, Township 40 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, as filed in the office of the Klamath County Clerk.**

**Being also known as the NE1/4 SE1/4 and that portion of the NW1/4 SE1/4 lying East of the canal in Section 12, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion lying within the railroad right of way.**