

PREPARED BY:
Philip H. Bush, Esq.
Miller Troiano, P.A.
P.O. Box 8169
Lakeland, FL 33802

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

AgAmerica Lending
Attn: Jonathan Boothby
4030 South Pipkin Rd.
Lakeland, FL 33811
Attn.: _____
Loan No.: 7897085800

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE & ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE & ATTORNMENMENT AGREEMENT (this "Agreement") is made and entered into this 13th day of September, 2022, by and among **STEVEN E. JOHNSON** ("Landlord"), whose mailing address is 6583 w. Langell Valley Road, Bonanza, OR 97623, and **HECTATE ENERGY BONANZA, LLC**, a Delaware limited liability company ("Tenant"), whose mailing address is 621 W. Randolph St., Suite 200, Chicago, IL 60661, Attn: Development Manager, and **AGAMERICA LENDING LLC**, a Florida limited liability company ("Lender"), whose mailing address is 4030 South Pipkin Road, Lakeland, FL 33811.

RECITALS

A. Landlord, and Tenant previously entered into: (i) a certain Option Agreement For Lease of Real Estate dated August 18, 2021, which is evidenced by a Memorandum of Option Agreement for Lease between Landlord and Tenant dated August 18, 2021, and recorded on August 12, 2022, as Instrument No. 2022-009848 in the Official/Public Records of Klamath County, Oregon (the "**Lease Option**"); and (ii) a certain Option Agreement for Purchase of Easement dated August 18, 2021, which is evidenced by a Memorandum of Option Agreement for Purchase of Option dated N/A and recorded on _____ as Instrument No. N/A in the Official/Public Records of Klamath County, Oregon (the "**Easement Option**") both with respect to and governing the terms of Tenant's use and occupancy of a portion of certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "**Secured Property**"); and

B. Lender, as a condition to making a loan to Landlord in the principal amount of \$525,000.00 (the "**Loan**"), which Loan is to be secured by a Mortgage or Deed of Trust including an assignment of rents. security agreement and fixture filing executed by Landlord to and in favor of Lender (the "**Security Instrument**") constituting a first lien upon and encumbering the Secured Property and assigning to Lender all leases of and all rents derived from the Secured Property, has required the execution of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of the sum of One Dollar (\$1.00) by each of the parties hereto paid to the other, receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant, stipulate and agree as follows:

1. The Lease Option, the Easement Option, and any and all modifications thereof and amendments thereto, all of Tenant's rights thereunder, and Tenant's leasehold interest and estate and easement rights in the Secured Property, (including but not limited to any option to purchase, right of first refusal to purchase or right of first offer to purchase the Secured Property (or any portion thereof)) shall be and are hereby made junior, inferior, subordinate and subject in all respects to the lien and encumbrance of the Security Instrument on the Secured Property and to all renewals, modifications, consolidations, replacements and extensions of the Security Instrument, to the full extent of the principal sum secured thereby, all interest thereon and all other sums payable or hereafter becoming payable thereunder.

2. Tenant agrees that it shall promptly deliver or mail to Lender a copy of each written notice given by Tenant to Landlord of a default by Landlord under the Lease Option. Tenant further agrees that if, within the time provided in the Lease Option to cure defaults thereunder (or if no time period is specified in the Lease Option, within thirty (30) days after Lender's receipt of Tenant's written notice of default), Lender, at its option, shall cause to be performed the obligations with respect to which Landlord is in default under the Lease Option, as specified in such written notice, any right of Tenant to terminate the Lease Option by reason or on account of such default of Landlord shall cease and be null and void.

3. Tenant is advised and hereby acknowledges that the Security Instrument and other documents which evidence and secure the Loan (collectively the "Loan Documents") grant and provide to Lender the right to collect rents and other sums payable under the Lease Option (collectively, the "Rents") directly from Tenant upon the occurrence of an "Event of Default" (as defined in the Security Instrument) by Landlord under the Loan Documents. Landlord and Tenant hereby agree that upon Tenant's receipt from Lender of written notice of the occurrence of any Event of Default by Landlord under the Loan Documents, Tenant shall thereafter pay all Rents directly to Lender (or as Lender shall direct).

4. In the event Lender shall become the owner of the Secured Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed in lieu of foreclosure, provided that Tenant is not in default of its obligations under the Lease Option beyond any applicable grace or cure periods, Lender agrees that Tenant shall be entitled to continue in possession of the Secured Property undisturbed and the Lease Option shall not be terminated or affected thereby, but shall continue in full force and effect as a direct lease between Lender and Tenant upon all of the terms, covenants and conditions set forth therein. In such event, Tenant shall attorn to Lender and Lender shall be deemed to have accepted such attornment, whereupon, subject to the observance and performance by Tenant of all of the terms, covenants and conditions of the Lease Option to be observed or performed by Tenant, Lender shall recognize the leasehold estate of Tenant under all of the terms, covenants and conditions set forth in the Lease Option for the remaining balance of the term thereof; provided, however, Lender shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); provided, however, the foregoing limitation on liability shall not limit Lender's obligations under the Lease Option to correct any physical conditions that
- (i) exist as of the date Lender shall become the owner of the Secured Property; and (ii)

violate Lender's obligations as landlord under the Lease Option; provided further however, that Lender shall have received a written notice of such acts, omissions, conditions or violations prior to becoming owner of the Secured Property and had an opportunity to cure the same in accordance with paragraph 2 hereof. In no event, however, shall Lender have any liability for consequential damages arising from any default occurring prior to the date Lender acquires title to the Secured Property;

(b) bound by any rent or additional rent which Tenant might have paid in advance for more than one month;

(c) bound by any amendment or modification of the Lease Option made after the date of this Agreement without Lender's prior written consent;

(d) liable for obligations under the Lease Option with respect to any property or facilities for the use of Tenant (such as off-site leased space or parking) other than the Secured Property and Tenant shall look solely to Landlord for the performance and observance of any and all such obligations.

5. Lender agrees that unless required by law and provided that Tenant is not in default under the terms of the Lease Option beyond any applicable grace or cure periods set forth therein, Lender will not join Tenant as a defendant in any foreclosure proceedings or other suit, action or proceeding to enforce any rights under the Security Instrument, and if such joinder is required by law, Lender will not seek to terminate the Lease Option or Tenant's possession of the Secured Property.

6. Tenant agrees that notwithstanding anything to the contrary contained in this Agreement, in the Lease Option or in any other instrument, any interest of Tenant in or under any option to purchase or right of first refusal of, or with respect to all or any part of the Secured Property is hereby specifically subordinated to the rights of Lender under the Security Instrument and other Loan Documents and such option to purchase or right of the first refusal shall not be binding upon Lender, its successors and assigns.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the title to the land comprising the Secured Property.

8. Any claim by Tenant against Lender as a successor landlord under the Lease Option or this Agreement shall be satisfied solely out of Lender's interest in the Secured Property and Tenant shall not seek recovery against or out of any other assets of Lender

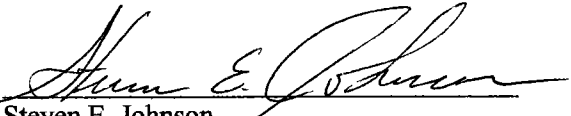
9. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had executed the same document. All counterparts shall be construed together and shall constitute one instrument.

10. LENDER, LANDLORD AND TENANT HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY ANY PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY ACTS OR OMISSIONS OF LANDLORD AND TENANT IN CONNECTION THEREWITH OR CONTEMPLATED THEREBY.

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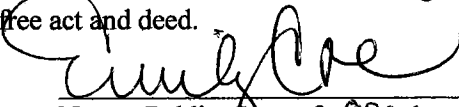
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

LANDLORD:


Steven E. Johnson

STATE OF Oregon
COUNTY OF Klamath

This instrument was acknowledged before me on the 10 day of October, 2022 by Steve E. Johnson, to me known to be the person described herein and who executed the forgoing instrument, and acknowledged that he executed the same as his free act and deed.


Notary Public, State of Oregon
My Commission Expires: 9/27/2025



[Signatures continue of next page]

TENANT:

HECATE ENERGY BONANZA, LLC, a
Delaware limited liability company

By: [Signature]
Print Name: MARK ZWIEG
Title: Authorized Representative

STATE OF IL
COUNTY OF Kane

This instrument was acknowledged before me on the 13th day of September, 2022 by MARK ZWIEG, as Authorized Representative of Hecate Energy Bonanza, LLC, a Delaware limited liability company, on behalf of said company, to me known to be the person described herein and who executed the forgoing instrument, and acknowledged that he executed the same as his free act and deed.



[Signature]
Notary Public, State of IL
My Commission Expires: 2/28/2026

[Signatures continue of next page]

LENDER

AGAMERICA LENDING LLC, a Florida limited liability company

By: _____

Theodore R.M. Miller, Director of Closing

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of October 2022, by Theodore R.M. Miller, the Director of Closing of AgAmerica Lending, LLC, a Florida limited liability company, on behalf of the company, who is X personally known to me or _____ produced _____ as identification.

NOTARY PUBLIC

Name: Trevor Alchison

My Commission expires: 11/18/25

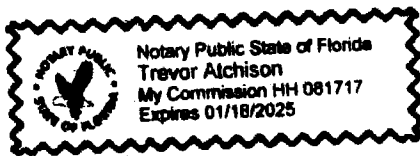


EXHIBIT "A"

PARCEL A:

UNSURVEYED PARCEL 1 OF "LAND PARTITION 6-20", BEING A REPLAT OF A PORTION OF PARCEL 1 OF "LAND PARTITION 1-16", SITUATED IN THE NE1/4 SE1/4 OF SECTION 22, THE SW1/4 AND SE1/4 OF SECTION 23, AND THE NW1/4 AND NE1/4 OF SECTION 26, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 27, T39S, R11EWM AND SAID SECTION 22, 23 AND 26; THENCE N00°10'11"E 1333.55 FEET, MORE OR LESS, TO THE SOUTH 1/16 CORNER COMMON TO SAID SECTIONS 22 AND 23; THENCE WEST, ALONG THE EAST-WEST CENTERLINE OF THE SE1/4 OF SAID SECTION 22 1220 FEET, MORE OR LESS; THENCE, LEAVING SAID EAST-WEST LINE, NORTH 100 FEET; THENCE WEST 100 FEET TO THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 22; THENCE NORTH, ALONG SAID CENTERLINE, 1220 FEET, MORE OR LESS, TO THE C-E 1/16 CORNER OF SAID SECTION 22; THENCE EAST 1320 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SAID SECTIONS 22 AND 23; THENCE S89°56'10"E 3984.50 FEET TO THE C-E 1/16 CORNER OF SAID SECTION 23; THENCE S00°01'05"E, ALONG THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 23, 2085 FEET, MORE OR LESS; THENCE, LEAVING THE SAID NORTH-SOUTH LINE, S89°46'07"W 1704 FEET, MORE OR LESS, TO A POINT WHICH BEARS N75°52'07"E 2358.95 FEET FROM THE POINT OF BEGINNING; THENCE S15°55'01"E 819.20 FEET; THENCE S35°19'42"E 653.22 FEET; THENCE S74°18'05"W 2302 FEET, MORE OR LESS; THENCE N34°W 23 FEET, MORE OR LESS; THENCE N86°W 406 FEET; THENCE N08°E 1333 FEET, MORE OR LESS, TO THE SECTION LINE COMMON TO SAID SECTIONS 23 AND 26; THENCE WEST 441 FEET TO THE POINT OF BEGINNING, CONTAINING 297 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "LAND PARTITION 6-20" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.

PARCEL B:

UNSURVEYED PARCEL 2 OF "LAND PARTITION 6-20", BEING A REPLAT OF A PORTION OF PARCEL 1 OF "LAND PARTITION 1-16", SITUATED IN THE SW1/4 AND SE1/4 OF SECTION 23, AND THE NW1/4 AND NE1/4 OF SECTION 26, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N75°52'07"E 2358.95 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 22 AND 27, T39S, R11EWM AND SAID SECTIONS 23 AND 26; THENCE S15°55'01"E 819.20 FEET; THENCE S35°19'42"E 653.22 FEET; THENCE S74°18'05"W 2302 FEET, MORE OR LESS; THENCE S34°E 788 FEET, MORE OR LESS; THENCE S64°E 407 FEET; THENCE S56°E 810 FEET, MORE OR LESS, TO THE EAST-WEST CENTERLINE OF SECTION 26; THENCE EAST, ALONG THE SAID EAST-WEST LINE, 1000 FEET, MORE OR LESS, TO THE CENTERLINE OF WEST LANGELL VALLEY ROAD, AND BEING ON THE BOUNDARY OF PARCEL 3 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 3 THE FOLLOWING COURSES, NORTHWEST, ALONG THE SAID CENTERLINE, 980 FEET, MORE OR LESS, LEAVING THE SAID CENTERLINE, N70°10'51"E 458.46 FEET AND N73°32'10"E 414.18 FEET TO A POINT ON THE BOUNDARY OF PARCEL 2 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 2 THE FOLLOWING COURSES, N70°11'58"E 268.13 FEET AND S19°05'52"E 200.72 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL 3 OF "LAND PARTITION 1-16"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 3, SOUTHEASTERLY 1779 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SECTION 25, T39S, R11EWM, AND SAID SECTION 26; THENCE, LEAVING THE BOUNDARY OF SAID PARCEL 3, NORTH 1320 FEET, MORE OR LESS, TO THE NORTH 1/16 CORNER COMMON TO SAID SECTIONS 25 AND 26; THENCE WEST 1320 FEET, MORE OR LESS, TO THE NE1/16 CORNER OF SAID SECTION 26; THENCE NORTH 1320 FEET, MORE OR LESS, TO THE EAST 1/16 CORNER COMMON TO SAID SECTIONS 23 AND 26; THENCE N00°01'05"W, ALONG THE NORTH-SOUTH CENTERLINE OF THE SE1/4 OF SAID SECTION 23, 576 FEET, MORE OR LESS, TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS N89°46'07"W; THENCE N89°46'07"W 1704 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 161 ACRES, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "LAND PARTITION 6-20" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.