

2025-003143

Klamath County, Oregon

04/29/2025 09:01:01 AM

Fee: \$102.00

(Above 3" Space for Recorder's Use Only)

Recording Requested By and
Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Allison Cannella, Esq.

Site Name: EUG Chemult

Site Number: US-OR-5260

Commitment #: VB-204947-C

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease (this "**Memorandum**") evidences an Option and Lease Agreement (the "**Agreement**") between **Cassady Sparks Roop**, a single man ("**Landlord**"), whose address is 4070 NE Hwy 20, Corvallis, Oregon 97330, and **The Towers, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, dated April 14th, 2025 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in **Exhibit A** attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of two (2) years from the Effective Date.

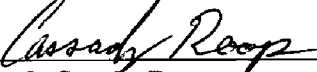
Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Under certain circumstances, Landlord may subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

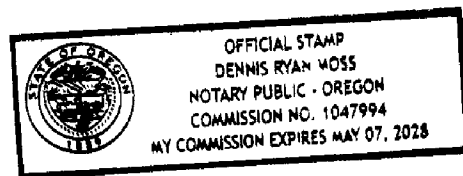
This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

WITNESSES:	LANDLORD:
 Name: _____	  Cassady Sparks Roop
 Name: _____	 Date: <u>1 April 2025</u>


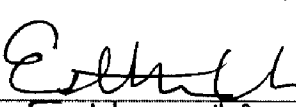
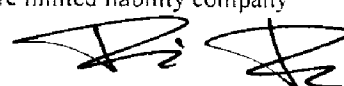
COUNTY OF BENTON

Notary Public



My Commission Expires: 5/7/2028

(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:  Name: <u>Alex Crankley</u>  Name: <u>Esther Nelson</u>	TENANT: The Towers, LLC a Delaware limited liability company  By: _____ Name: Tim Tuck Title: Vice President - Lease Administration Date: <u>4/14/2025</u>
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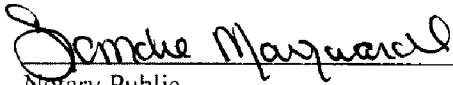
STATE OF FLORIDA

Leasing Ops



COUNTY OF PALM BEACH

This instrument was acknowledged before me on Apr. 14th, 2025, by Tim Tuck (name of signatory) as VP - Lease Administration (title of signatory) of The Towers, LLC.


Notary Public

Print Name: Sandra Marquardt

My Commission Expires: 10/17/2028

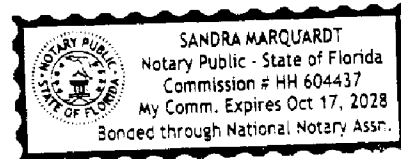


EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

The W1/2 NW1/4 of Section 28, Township 27 South, Range 8 East, Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM all that portion that lies within State Highway 97.

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

2708-02800-00300

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.