

**Recording Requested by and  
Upon Recording Return to:**

(Above Space for Recorder's Use Only)

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

Commitment VTB-168094-C

**CONSENT TO LEASE AND NON-DISTURBANCE AND ATTORNMENT  
AGREEMENT**

THIS CONSENT TO LEASE AND NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") dated the 4<sup>th</sup> day April, 2025, is made and entered into by and between **Henry C. G. Cheyne and Cheri Jean Cheyne**, husband and wife (the "**Borrower**"), **The Towers, LLC**, a Delaware limited liability company, (the "**Tenant**"), and **American AgCredit, FLCA**, a corporation existing and operating under the Farm Credit Act of 1971, as amended (the "**Lender**").

**WITNESSETH**

**WHEREAS**, Borrower is the fee simple holder of certain real property more particularly described in **Exhibit A** attached hereto (the "**Premises**");

**WHEREAS**, the Lender has made a loan to Borrower, which loan is secured by that certain Line of Credit Trust Deed, Security Agreement, Assignment of Rents and Fixture Filing dated January 26, 2018, and recorded on February 12, 2018 in Instrument #2018-001672 in the official records of Klamath County, Oregon (the "**Mortgage**"), which Mortgage encumbers the Premises;

**WHEREAS**, Borrower and Tenant entered into that certain Option and Lease Agreement dated June 21, 2024 (the "**Lease**");

**WHEREAS**, the parties desire to evidence the subordination by Tenant of its leasehold interest in the Premises and Lender's agreement not to disturb Tenant's leasehold possession on the terms more particularly set forth herein;

**WHEREAS**, Tenant and Borrower desire to evidence Lenders acceptance and consent to the Lease and Tenant rights therein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Non-Disturbance. So long as Tenant is not in default (after the expiration of all periods afforded to Tenant during which Tenant has the right to cure any default), in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Lease, or in the performance of any of the terms, covenants or conditions of the Lease, Tenant shall not, by reason of foreclosure of the Mortgage, acceptance of a deed in lieu of foreclosure, or the exercise of any remedy provided in the Mortgage, be disturbed in Tenant's use, occupancy and quiet enjoyment of the Premises during the term of the Lease or any extension thereof set forth in the Lease, and Tenant shall have the right to exercise all renewal terms set forth in the Lease in accordance with the terms of the Lease.

2. Subordination. Conditioned upon and subject to Lender's compliance with Section 1 above, Tenant hereby completely and unconditionally subordinates the Lease, all rights and options thereunder and all amendments thereof, to the lien of the Mortgage and all terms and provisions thereof.

3. Attornment. In the event Lender takes actual or constructive possession of the Premises, either as the result of appointment of a receiver, foreclosure or acceptance of a deed to the Premises in lieu of foreclosure, or otherwise, or in the event the Premises shall be purchased at a foreclosure sale by a third party, Tenant shall attorn to Lender or its designee, or such third party purchaser, as applicable, and Tenant shall recognize Lender or its designee or such third party purchaser, as applicable, as Tenant's landlord under the Lease, and Lender or its designee or such third party purchaser will recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue in full force and effect as a direct lease between Lender or its designee or such third party purchaser, as applicable, and Tenant for the full term thereof, together with all extensions and renewals thereof as the same may be exercised by Tenant thereunder. Lender or its designee or such third-party purchaser, as applicable, shall thereafter assume, perform and be bound by all of Borrower's obligations, as if Lender or its designee or such third-party purchaser were originally named therein as Borrower.

4. Lender's Consent. To the extent any such consent is required by Lender pursuant to the Mortgage, Lender acknowledges that Lender has reviewed the form of the Lease and hereby consents to Borrower entering into the Lease and Tenant's use therein.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

6. Amendment. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.

8. Counterparts. This Agreement may be executed in counterparts, each being deemed an original and all being deemed one and the same.

*[Signatures on following page]*

Unofficial Copy

*IN WITNESS, WHEREOF, the parties hereto have executed this Consent to Lease and Non-Disturbance and Attornment Agreement as of the date last signed by a party hereto.*

**WITNESSES:**

[Signature]  
Name: DANNY BROWN  
[Signature]  
~~3rd ANNY BROWN~~  
Name: Shane D. McDonald

**BORROWER:**

[Signature]  
Henry C. G. Cheyne  
[Signature]  
Cheri Jean Cheyne

STATE OF Oregon  
COUNTY OF Klamath

This instrument was acknowledged before me on February 19 20 25 by Henry C. G. Cheyne and Cheri Jean Cheyne, husband and wife.

Notary Public [Signature]

Print Name: Baillie Mockridge

My Commission Expires: March 5 2028



Lender Signature Page to Consent to Lease and Subordination, Non-Disturbance and Attornment Agreement

WITNESSES:

[Signature]  
Print Name: Reiley Edlund  
Tonya Mae Blumenshine  
Print Name: Tonya Mae Blumenshine

LENDER:

American AgCredit, FLCA,  
a corporation existing and operating under the  
Farm Credit Act of 1971, as amended

By: Allison Kandler  
Name: Allison Kandler  
Title: Assoc Credit Officer

Colorado  
~~CALIFORNIA~~-ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

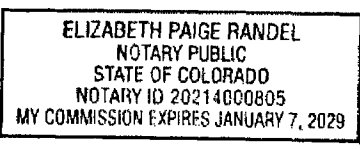
State of Colorado  
~~California~~  
County of Weld

On February 13, 2025 before me, Paige Randel  
(insert name and title of the officer) personally appeared Allison Kandler  
(name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 Paige Randel (Seal)  
Notary Public: State of Colorado  
Print Name: Paige Randel  
My Commission Expires: 1-7-2029



Tenant Signature Page Consent to Lease and Subordination, Non-Disturbance and Attornment Agreement

WITNESSES:

Tenant:

[Signature]  
Print Name: Edward Davis  
AL  
Print Name: Alex Crawshaw

The Towers, LLC,  
a Delaware limited liability company

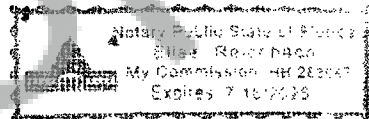
By: [Signature]  
Name: Tim Shine  
Title: CEO

Leasing Ops <sup>DS</sup> RW

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2025, by means of  physical presence or  online notarization by Tim Shine, the CEO of The Towers, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]  
Signature of Notary Public  
Elise Reidbach  
Print, Type, or Stamp Commissioned Name of Notary Public



Personally Known  OR Produced Identification

Type of Identification Produced

**EXHIBIT A**

**Legal Description**

Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Section 2: The NE1/4

EXCEPTING THEREFROM those portions thereof conveyed to The United States of America for the L-2 Lateral and the L-2-A Lateral by deed recorded February 16, 1926 in Volume 69, page 292, Deed Records of Klamath County, Oregon

AND EXCEPTING THEREFROM those portions thereof conveyed to The United States of America for the Lorella Drain by deed recorded May 15, 1926 in Volume 69, page 556, Deed Records of Klamath County, Oregon.

AND FURTHER EXCEPTING THEREFROM those portions thereof lying within the boundaries of East Langell Valley County Road 1211 and Walker Road No. 1225.

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