

LENDER CONSENT AND SUBORDINATION AGREEMENT

The undersigned, **LEINHOLDER**, a Kentucky chartered **BANK**, having a current address of **ADDRESS**, and through its duly authorized officer, does hereby certify that it is the current and lawful holder of all of the indebtedness secured by: (a) that Deed of Trust from **GRANTOR**, as grantor and having an address of **ADDRESS**, to **TRUSTEE**, as Trustee, for the benefit of **LEINHOLDER**, dated **DATE**, securing the original principal amount of **\$XXXXXX**, recorded in **<RECITAL OF RECORDING>** and as encumbering property conveyed unto said **GRANTOR** by deed from **<list all previous conveyances as with the format for the listing from Grantor to Leinholder>**.

For and in consideration of the sum of Ten and No/100 (\$ 10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, having all requisite power and authority to do so and on behalf of itself and its successors and assigns, (A) does hereby acknowledge that it has previously received and reviewed in all respects that certain Conservation Easements Agreement entered into and granted by said **GRANTOR** to **CE HOLDER**, a Tennessee non-profit limited liability company having an address as of the date hereof at **ADDRESS** (together with its successors and assigns, the "Easements Holder"), dated **2019**, and recorded in Record Book **____**, page **____**, in the Register's Office (as amended, modified and, if applicable, restated or rerecorded hereafter from time to time and including all exhibits and materials referenced therein, collectively, the "Easements Agreement"), which Easements Agreement encumbers portions of the property described in and encumbered by the Deeds of Trust, and (B) has and hereby fully consents to the Easements Agreement and subordinates in all respects each of the Deeds of Trust in their entirety (including, without limitation, all terms, conditions, interests, liens and encumbrances contemplated thereby) to all of the easements, rights, privileges, covenants, restrictions, obligations and all other terms and conditions set forth in the Easements Agreement.

Without limiting the generality of the above, the undersigned, again on behalf of itself and intending to bind its successors and assigns under the Deeds of Trust, further agrees, including with and for the benefit of the Easements Holder and its title insurer(s), that: (1) each and every of the easements, rights, privileges, restrictions, requirements, encumbrances, terms and conditions, as applicable, contemplated by the Easements Agreement as granted and provided for therein are and shall continue to constitute, easements, rights, privileges, restrictions, requirements, encumbrances, terms and conditions as to the real property described therein prior to and superior in all respects to, as applicable, the Deeds of Trust and all debts, liens, encumbrances, terms and conditions thereof; (2) the re-established priorities set forth herein are applicable irrespective of the time or order of the attachment or perfection of any liens or encumbrances described or the time or order of recording of such documents; (3) the undersigned agrees to use commercially reasonable efforts to provide written notice to Easements Holder in the event of any proposed foreclosure sale, transfer by deed-in-lieu or other conveyance, assignment, transfer or other enforcement activities of any nature or for any duration under or pursuant the terms of the Deeds of Trust, individually or collectively; and (4) in the event of any foreclosure sale, transfer by deed-in-lieu or other conveyance, assignment, transfer or other enforcement activities of any nature under or pursuant to the Deeds of Trust, individually or collectively, such activities shall in all events be undertaken and made expressly subject, subordinate and inferior to the easements, rights, privileges, restrictions, requirements, encumbrances, terms and conditions of and as granted pursuant to the Easements Agreement to the Easements Holder.

The undersigned authorizes and instructs the filing officer or the individual filing this instrument of record to insert the date and recording reference of the instrument to which subordination is made by the undersigned, in the spaces indicated above.

IN WITNESS WHEREOF, this Subordination Agreement has been executed on this the _____ day of _____, 2019.

LEINHOLDER

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself [herself] to be _____ (corporate office held) of **LEINHOLDER**, the within named bargainor, a corporation, and that [s]he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself [herself] as _____.

Witness my hand, at office in _____, Tennessee, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____