

18 2293985-ALF  
This Instrument Prepared By  
and after Recording Return to:

2014-011396  
Klamath County, Oregon  
10/30/2014 10:38:21 AM  
Fee: \$67.00

Robert C. Linton, Esq.  
Dykema Gossett PLLC  
10 S. Wacker Drive  
Suite 2300  
Chicago, IL 60606

**LEASE TERMINATION AGREEMENT**

**THIS LEASE TERMINATION AGREEMENT ("Agreement")** made and entered into as of the 28<sup>th</sup> day of October, 2014, by and between **PRO-BUILD REAL ESTATE HOLDINGS, LLC ("Landlord")**, having an address at 7595 Technology Way, Suite 500, Denver, Colorado 80237 and **PROBUILD COMPANY LLC**, a Delaware limited liability company ("**Tenant**"), having an address at 7595 Technology Way, Suite 500, Denver, Colorado 80237.

**WITNESSETH:**

A. The predecessors in interest to Landlord and Tenant entered into that certain Lease dated January 2, 2007 (as such lease may have been amended from time to time, the "**Lease**"), pursuant to which Lease Landlord now leases to Tenant the parcel of land located in Klamath County, Klamath Falls, Oregon and more particularly described on Exhibit A attached hereto (the "**Premises**"). A Memorandum of Lease was recorded in the Official Records of Klamath County, Oregon on August 11, 2009 as Instrument No. 2009-006614, which was amended by an Amendment to Memorandum of Lease recorded in the Official Records of Klamath County, Oregon on March 27, 2012 as Instrument No. 2012-003174.

B. Landlord succeeded to the interest of the landlord and Tenant succeeded to the interest of the tenant under the Lease, as evidenced by said Amendment to Memorandum of Lease.

C. The parties mutually desire to terminate the Lease, all on and subject to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions herein contained, the parties hereby agree as follows:

1. **Termination.** The term of the Lease is hereby amended to terminate and expire on the date hereof (the "**Effective Date**"). Landlord and Tenant agree that the Lease is to be canceled and terminated and the term thereby demised brought to an end as of the Effective Date with the same force and effect as if the term of the Lease were in and by the provisions thereof fixed to expire on the Effective Date. On or before the Effective Date, the Premises shall be surrendered by Tenant and accepted by Landlord in accordance with the terms of the Lease. Landlord and Tenant shall fully comply with all terms and obligations under the Lease through the Effective Date.

2. **Rent.** Tenant shall continue to pay all rentals and other charges under the Lease through the Effective Date. Landlord and Tenant hereby agree that Tenant shall have no further obligations or liabilities to Landlord, or any other party claiming by or through Landlord, in connection with the Lease or the Premises.

3. **Mutual Release.** Subject only to the performance of the express terms contained in this Agreement, Landlord and Tenant, for themselves and on behalf of their respective successors and assigns each does hereby remise, release, acquit and forever discharge each other, its successors and assigns, of and from any and all actions, causes, causes of action, counterclaims, cross-claims, liens, suits, liabilities, obligations, duties, fees, costs, expenses, contributions, reimbursements, damages and judgments, executions, claims or demands whatsoever, either in law, in equity, or otherwise, which such party may have against any of the parties released herein with regard to the Lease, the Premises, or this Agreement.

4. **Whole Agreement.** The mutual obligations of the parties as provided herein are the sole consideration for this Agreement, and no representations, promises or inducements have been made by the parties other than as appear in this Agreement. This Agreement may not be amended except in writing signed by both parties.

5. **Miscellaneous.** This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. If any party obtains a judgment against any other party by reason of any breach of this Agreement, reasonable attorneys' fees as fixed by the court shall be included in such judgment. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Premises is located.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

**PRO-BUILD REAL ESTATE HOLDINGS, LLC, a  
Delaware limited liability company**

By:   
Mike Reid, Vice President

**TENANT:**

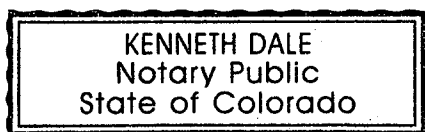
**PROBUILD COMPANY LLC, a Delaware limited  
liability company**

By:   
Mark Buttermann, Sr. Vice President

STATE OF Colorado )  
 ) SS.  
COUNTY OF Denver )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Mike Reid, the Vice President of Pro-Build Real Estate Holdings, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of October, 2014.



My Commission Expires January 04, 2016

[Signature]  
Notary Public

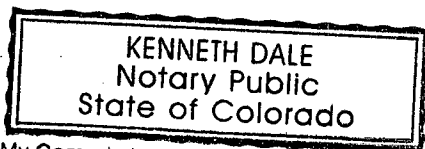
My Commission Expires:

1-4-16

STATE OF Colorado )  
 ) SS.  
COUNTY OF Denver )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Mark Buttermann, the Sr. Vice President of ProBuild Company LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of October, 2014.



My Commission Expires January 04, 2016

[Signature]  
Notary Public

My Commission Expires:

1-4-16

EXHIBIT A

## LEGAL DESCRIPTION

*Exhibit A***PARCEL 1:**

Being a portion of the SW 1/4 of the NW 1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin in the said SW 1/4 of the NW 1/4 of said Section 8 which is at the most Easterly corner of property conveyed to Harold B. and Ruth Beal VanHoosen by deed recorded June 23, 1948 in Deed Volume 222, Page 83, Deed Records of Klamath County, Oregon, and which lies South 51°19' 1/2' East a distance of 620 feet from an iron pin on the Southeasterly right of way line of the Ashland-Klamath Falls Highway, which last described iron pin is 30 feet at right angles Southeasterly from the center of said highway, and lies South 89° 22' 1/2" East along the section line, a distance of 1321.4 feet and South 0°40' 1/2' East (along the 40 line which is also the West line of Westover Terraces) a distance of 626.5 feet and North 89°22' 1/2' West a distance of 106.2 feet and South 38°40' 1/2' West (along the Southeasterly right of way line of said highway) a distance of 982.6 feet from the Northwest corner of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, thence from the point of beginning Southwesterly along the arc of a 2° 14' curve to the right (the long chord of this curve bears South 41° 45' 1/2' West a distance of 275.4 feet) a distance of 275.4 feet to an iron pin; thence South 44° 30' 1/2' West 160.5 feet to a point; thence North 45°50' 1/2' West 300 feet to a point which is the most Westerly corner of property conveyed to Homer L. and Vera L. Ross by deed recorded October 21, 1950 in Volume 242, Page 641, Deed Records of Klamath County, Oregon; thence South 44° 50' 1/2' West 350 feet to an iron pin which is at the most Southerly corner of property conveyed to J.E. and Vivian Eichendorf by deed recorded October 22, 1945 in Volume 181, Page 175, Deed Records of Klamath County, Oregon; thence South 285.18 feet to a line parallel with the South line of said NW 1/4 of Section 8 and 250 feet distance therefrom; thence Easterly along said line 1000 feet, more or less, to the East line of W 1/2 NW 1/4 of said Section; thence North along said East line of W 1/2 NW 1/4 of said Section, 424 feet, more or less, to a point which is South 51°19' 1/2' East 320 feet, more or less, from the point of beginning; thence North 51° 19' 1/2' West 320 feet more or less, to the point of beginning.

EXCEPTING therefrom, a parcel of land situated in SW 1/4 of the NW 1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of the NW 1/4 of said Section 8; thence North along the West line a distance of 250 feet; thence East a distance of 305.3 feet to the true point of beginning; thence North a distance of 285.18 feet to a 3/4 inch pipe at the most Southerly corner of that parcel of property described in Volume 181, Page 175, Deed Records of Klamath County, Oregon; thence North 44° 50' 1/2' East a distance of 350 feet to the Southwesterly line of that property described in Volume M72, Page 1198, Microfilm Records of Klamath County, Oregon; thence South 45° 09' 1/2' East a distance of 300 feet, more or less, to the most Southerly corner of the above mentioned property described in Volume M72 Page 1198, Microfilm Records of Klamath County, Oregon; thence continuing along the same line extended Southeasterly to its point of intersection with a line being parallel to and 250 feet North of the South line of said NW 1/4 of Section 8; thence West along said line to the true point of beginning.

ALSO EXCEPTING THEREFROM that portion conveyed to Klamath County by Warranty Deed recorded October 2, 1985 in Volume M85, Page 16038, Microfilm Records of Klamath County, Oregon.

**PARCEL 2**

Being a portion of the SW 1/4 of the NW 1/4 and NW 1/4 of the NW 1/4 of said Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the Southeasterly right of way line of the Ashland-Klamath Falls highway, which iron pin is 30 feet at right angles Southeasterly from the center of said highway, that lies South 89° 22' 1/2' East along the section line a distance of 1321.4 feet and South 0° 40' 1/2' East along the 40 line, which is also the West line of Westover Terraces, a distance of 626.5 feet and North 89° 22' 1/2' West a distance of 106.2 feet and South 38° 40'

1/2' West along the Southeasterly right of way line of said highway a distance of 300 feet to the Westerly corner of property conveyed by William Ganong and Mildred Ganong, his wife, to Emery Hebert, Wilfred Hebert and Delina Hebert by deed recorded in Volume 147 Page 215, Deed Records of Klamath County, Oregon; thence continuing South 38° 40 1/2' West along the Southeasterly line of said highway a distance of 682.6 feet to an iron pin, which pin is at the most northerly corner of property conveyed to E.W. Melosh by deed recorded in Volume 194, page 307, Deed Records of Klamath County, Oregon; thence at right angles South 51° 19 1/2' East along the Northeasterly line of property conveyed to Melosh, VanHoosen and Patricia V. McBee, Jimmie A. Warner and Dean C. Mason, a distance of 930 feet, more or less, to the 40 line, which is also the West line of Westover Terraces; thence North 0° 40 1/2' West along said 40 line a distance of 875 feet, more or less, to an iron pin which is the most Southerly corner of the property conveyed to Heberts by the above described deed; thence North 51° 19 1/2' West along the Southeasterly line of said property conveyed to Heberts a distance of 383.5 feet, more or less, to the true point of beginning.

**PARCEL 3**

Being a portion of the SW 1/4 of the NW 1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an Iron pin which lies North 0° 43' West along the West section line a distance of 629 feet and North 44° 50 1/2' East along the Southerly right of way line of the Weed-Klamath Falls Highway a distance of 438 feet and North 45° 09 1/2' West along the right of way line a distance of 20 feet and North 44° 50 1/2' East along the right of way line a distance of 210.5 feet and South 45° 09 1/2' East a distance of 320 feet from the Iron pin which marks the quarter corner common to Sections 7 and 8, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence; Northeasterly along the arc of a 2° 32' Curve to the left (the long chord which curve bears North 41° 45 1/2' East a distance of 243.1 feet) a distance of 243.2 feet to an Iron pin; thence South 51° 19 1/2' East a distance of 300 feet to an Iron pin; thence Southwesterly along the arc of a 2° 14' curve to the right (the long chord of this curve bears South 41° 45 1/2' West a distance of 275.4 feet) a distance of 275.4 feet to an iron pin; thence North 45° 09 1/2' West a distance of 300 feet more or less, to the point of beginning.

CODE: 004 MAP: 3909-008BC TL: 01000 KEY: 539466

CODE: 004 MAP: 3909-008BB TL: 00600 KEY: 539288

CODE: 004 MAP: 3909-008BC TL: 00100 KEY: 539448

CODE: 004 MAP: 3909-008BC TL: 00900 KEY: 539457