



After recording, return to:

Fairmount Aviation, LLC
2636 Biehn Street
Klamath Falls, OR 97601

2014-013132
Klamath County, Oregon
12/22/2014 12:28:01 PM
Fee: \$72.00

CONSENT TO LEASE ASSIGNMENT AND ASSIGNMENT

This **CONSENT TO LEASE ASSIGNMENT AND ASSIGNMENT**, (this "**Consent and Assignment**") is made and entered into as of December 22, 2014 by and among JELD-WEN, inc., an Oregon corporation ("**Lessee**" or "**Assignor**"), Fairmount Aviation, LLC, a Oregon limited liability company ("**Assignee**"), and the City of Klamath Falls a political subdivision of the State of Oregon ("**Lessor**"), each a "**Party**" and collectively the "**Parties**" to this Consent and Assignment.

RECITALS:

- I. *Lessee and Lessor previously entered into that certain Lease Agreement (the "Lease") on June 23, 1999, a memorandum of which entitled Memorandum of Lease was recorded in the Microfilm Records of Klamath County, Oregon on October 23, 2000, at Volume M00, Page 38535, relating to certain real property as defined, and more particularly described, in the Lease (the "Leased Premises") upon which Lessee was granted the right to construct and operate a corporate aircraft hangar and related improvements.*
- II. *The term of the Lease ends on June 21, 2029 and requires the Lessor's written consent for the assignment of Lessee's rights thereunder.*
- III. *Lessee desires, intends, and has arranged for, the assignment of all of Lessee's rights under the Lease to Assignee, Assignee desires to assume all of Lessee's rights and obligations under the Lease, and Lessor agrees to give its consent to the assignment in accordance with the terms of this Consent and Assignment.*

In consideration of the Recitals and the covenants, rights and obligations herein the Parties hereto agree as follows:

1. Consent to Assignment. In accordance with Section 23 A. of the Lease, Lessor hereby gives its consent for Lessee to assign all of Lessee's rights and obligations under the Lease to Assignee. Lessor acknowledges and agrees that Assignee is a current sub-lessor of the Leased Premises and Assignee and its operations are already known to Lessor. Accordingly, Lessor agrees to waive Lessor's right to additional information about Assignee set forth in Section 23. A. This waiver shall not be interpreted as a waiver of future rights of the City under Section 23. A.
2. Assignment and Assumption of Rights and Duties. Assignor hereby assigns and Assignee hereby agrees to assume all rights and obligations of the Lessee under the Lease that accrue after the above effective date.
3. Entire Agreement. This Consent and Assignment constitutes the entire understanding between the Parties and, as of the date first written above, supersedes all prior or independent agreements between the Parties with respect to the matters set forth herein. Any change, modification or amendment to this Consent and Assignment must be in writing and signed by all Parties. This Consent and Assignment shall be governed by and construed in accordance with the laws of the State of Oregon, excluding Oregon's conflicts of law rules. Any action at law or in equity arising from or relating to this Consent and Assignment shall be brought, if at all, in a court of competent jurisdiction sitting within the State of Oregon.

4. Interpretation. Except as expressly modified herein, the terms of the Lease shall remain in full force and effect. Capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Lease.
5. Counterparts. This Consent and Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the Parties hereto may execute this Consent and Assignment by signing any such counterpart. Any PDF or facsimile signatures to this Agreement shall be deemed original signatures.

* * * Signature Page Follows * * *

IN WITNESS WHEREOF, the parties have executed this Consent and Assignment as of the day and year first above written.

LESSEE

JELD-WEN, inc.

By: _____

Name: _____

Title: _____

Jeffrey Woolworth

Director of Real Estate

LESSOR

City of Klamath Falls

By: _____

Name: _____

Title: _____

Nathan Cherpeski

City Manager

Assignee

Fairmount Aviation, LLC

By: _____

Name: _____

Title: _____

Matthew Wendt

President

STATE OF NC

County of Buncombe

)

) ss.

)

The foregoing instrument was acknowledged before me this 19 day of December, 2014, by Jeffrey Woolworth, acting in his capacity as Director of Real Estate of JELD-WEN, inc., an Oregon corporation.



[Signature]
Notary Public for NC

My commission expires: 10/16/17

STATE OF OREGON

County of Klamath

)

) ss.

)

The foregoing instrument was acknowledged before me this ____ day of December, 2014, by Nathan Cherpeski, acting in his capacity as City Manager of the City of Klamath Falls, Oregon.

Notary Public for Oregon

IN WITNESS WHEREOF, the parties have executed this Consent and Assignment as of the day and year first above written.

LESSEE

JELD-WEN, inc.

By: _____

Name: Jeffrey Woolworth

Title: Director of Real Estate

LESSOR

City of Klamath Falls

By: 

Name: Nathan Cherpeski

Title: City Manager

Assignee

Fairmount Aviation, LLC

By: _____

Name: Matthew Wendt

Title: President

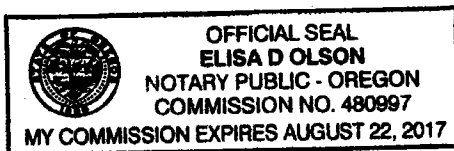
STATE OF _____)
) ss.
County of _____)

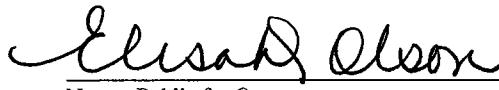
The foregoing instrument was acknowledged before me this ____ day of December, 2014, by Jeffrey Woolworth, acting in his capacity as Director of Real Estate of JELD-WEN, inc., an Oregon corporation.

Notary Public for _____
My commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 22ND day of December, 2014, by Nathan Cherpeski, acting in his capacity as City Manager of the City of Klamath Falls, Oregon.




Notary Public for Oregon

IN WITNESS WHEREOF, the parties have executed this Consent and Assignment as of the day and year first above written.

LESSEE

JELD-WEN, inc.

LESSOR

City of Klamath Falls

By: _____

Name: Jeffrey Woolworth

Title: Director of Real Estate

By: _____

Name: Nathan Cherpeski

Title: City Manager

Assignee

Fairmount Aviation, LLC

By: 

Name: Matthew Wendt

Title: President

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2014, by Jeffrey Woolworth, acting in his capacity as Director of Real Estate of JELD-WEN, inc., an Oregon corporation.

Notary Public for _____
My commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this ____ day of December, 2014, by Nathan Cherpeski, acting in his capacity as City Manager of the City of Klamath Falls, Oregon.

Notary Public for Oregon

STATE OF OREGON

County of Klamath

)
) ss.
)

The foregoing instrument was acknowledged before me this 19 day of December, 2014, by Matthew Wendt, acting in his capacity as President of the Fairmount Aviation, LLC, an Oregon limited liability company.



Cherice F. Treasure

Notary Public for Oregon