

DOUGLAS COUNTY, NV

2023-993309

Rec:\$40.00

\$40.00 Pgs=4

01/20/2023 01:03 PM

STEWART TITLE COMPANY - NV

SHAWNYNE GARREN, RECORDER

A.P.N. No.:	pfn of 1320-08-002-008
File No.:	1827981 MMB
Recording Requested By:	
Stewart Title Company	
When Recorded Mail to:	
FS II, Inc., an Oregon Domestic Business Corporation	
P.O. Box 7172-162	
Stateline, NV 89449	

(for recorders use only)

Assignment and Lease Amendment #4

(Title of Document)

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: _____
(State specific law)

Miranda Bowlen
Signature

Escrow Officer
Title

Miranda Bowlen
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1 - 2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

MINDEN-TAHOE AIRPORT

LAND LEASE 090

ASSIGNMENT AND LEASE AMENDMENT #4

This Assignment of Lease and Lease Amendment #4 (“Amendment #4”) is entered into this 19th day of January, 2023 by and between the Lessor, Douglas County, Nevada (“County”), which owns and operates the Minden-Tahoe Airport (“Airport”) with its principal office at Minden-Tahoe Airport, 1146 Airport Road, Minden, Nevada 89423, and KMEV Hanger E16 Series of PAX Designs LLC, a Nevada Series Limited Liability Company (“Lessee” or “Assignor”), and FS II, Inc, an Oregon Corporation registered with the Nevada Secretary of State (NV 20232664253) (“Assignee”). County, Lessee and Assignee may be referred to herein collectively as “Parties” or individually as the “Party.”

WHEREAS, the County owns and operates the Minden-Tahoe Airport located in Douglas County, Nevada, as a general aviation and reliever facility, and is authorized to contract for the use of Airport premises and facilities and the provision of products and services thereon;

WHEREAS, the County entered into a land lease with Andrew Dombey on December 5, 2002 (“LL076”), which was recorded as document 0561827, and by which Mr. Dombey leased certain premises at the airport; and

WHEREAS, LL076 was subsequently amended on February 6, 2003, recorded as document 0566881 (First Amendment); and

WHEREAS, on April 20, 2006, Mr. Dombey assigned, with the County’s approval, his interest in LL076 to Beneficial Designs, Inc., recorded as document 0673412 (First Assignment); and

WHEREAS, LL076 was subsequently amended and renamed to LL090 on May 4, 2006, recorded as document 0676026, collectively, LL076, the First Amendment, First Assignment and May 4, 2006 Amendment are referred to as “LL090”; and

WHEREAS, LL090 was subsequently assigned, with the County’s consent, from Beneficial Designs, Inc. to KMEV Hanger E16 Series of PAX Designs LLC, a Nevada Series Limited Liability Company in 2019, recorded as document number 0935691. This amendment was referred to by titles as “Amendment #3” and in the body as “Amendment #2” henceforth, the 2019 Amendment shall be referred to as “Amendment #3”; and

WHEREAS, Paragraph 34 of LL090 enables the County and Lessee to amend the terms of the Lease by a written amendment that is approved and signed by County and Lessee;

WHEREAS, Lessee has requested approval by the County to assign 100% of its interest in LL090 to Assignee, and Assignee desires to assume 100% of the interest in LL090. The premises are described and depicted in Exhibit A-1; and

WHEREAS, Paragraph 21 of LL090 requires Lessee to obtain prior written consent from the County in order to assign, transfer, sublease, or otherwise convey any interest in the Lease;

WHEREAS, the County deems it advantageous to approve Lessee's proposed assignment of an interest in the Lease;

NOW, THEREFORE, be it agreed by and between County and Lessee, that County approves the proposed assignment subject to the following:

1. This Amendment shall become effective on December 1, 2022 ("Effective Date"). Assignor will give possession of the premises to Assignee on the Effective Date.
2. Except as specifically stated or amended herein, the Parties agree that the words and phrases within this Amendment shall have the meanings set forth in LL090.
3. All of the terms, covenants and conditions of LL090 are hereby ratified and reaffirmed by all Parties hereto.
4. Assignor assigns and transfers to Assignee all its right title and interest in LL090 and Assignee accepts the assignment and agrees to assume and be bound by all of the terms of LL090 (a copy of which Assignees have each received and reviewed), beginning on the Effective Date.
5. Upon the effective date, all references, including notice provisions, pertaining to "Lessee" in LL090 shall be amended as follows:

Lessee: FS II, Inc.

Mailing address: 3541 E Barnett Rd. Ste A, Medford, OR 97504

With a courtesy copy to: PO Box 7172-162, Stateline NV 89449

Physical address for in-state service: 370 Andria Dr., Stateline NV 89449-9864

Email address: forest.av8r@gmail.com

6. Prior to the Effective Date, Assignor shall provide to County a fully executed copy of its agreement with Assignee regarding the transfer of interest in any fixtures or facilities upon the Leasehold.
7. The Parties agree that this assignment of the Lease shall not release Assignor from any liability under LL090, to the extent that such liability arose (in whole or in part) from events predating the Effective Date. The County agrees to release Assignor from any obligation under LL090 that wholly accrues after assignment.
8. The Parties agree and understand that County's consent to this assignment shall not constitute a consent to any future assignments or subletting.
9. The Parties each agree and acknowledge that the County has fully complied with all of its obligations under the Lease through the Effective Date and, to the extent not expressly modified hereby, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect. If anything contained in this Amendment conflicts with any terms of the Lease, then the terms of this Amendment shall govern.

Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has the legal power and authority to sign this instrument.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through Patrick Cates, County Manager, as authorized by the Douglas County Board of Commissioners during a Public Meeting, Peter Axelson in his capacity as Managing Member of KMEV Hanger E16 Series of PAX Designs LLC, and Forest Sexton, as President of FS II, Inc, on the respective dates indicated below.

ASSIGNOR:

KMEV Hanger E16 Series of PAX Designs LLC

By: *Peter Axelson* 1/13/2023
Peter Axelson, Managing Member (Date)

ASSIGNEE:

FS II, Inc.

By: *Forest Sexton* 01/10/23
Forest Sexton, President (Date)

STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 13 day of January, 2023, by Peter Axelson.

Peter Axelson
Notary Signature

STATE OF Oregon)
COUNTY OF Jackson)

This instrument was acknowledged before me, a Notary Public, on the 10 day of January, 2023, by Forest Sexton.

Sabreena Lynnette Truman
Notary Signature

LESSOR:

Douglas County

By: *Patrick Cates* 1/19/23
Patrick Cates, County Manager (Date)

As authorized by the BOCC on January 19, 2023.

