

## ACKNOWLEDGEMENT AND CONSENT

MTZ 27665-KR

This Acknowledgement and Consent is executed this 24 day of September, 1992 by Otis M. Simpson and Simpson Living Trust (hereinafter referred to "Simpson") and Charles H. Collman and Vivian J. Collman, husband and wife, (hereinafter referred to as "Collmans").

WHEREAS Collmans are the fee title owners of the real property described on Exhibit "C" (hereinafter referred to as the "Real Property") and are the owners of some or all of the personal property described on Exhibit "D" (hereinafter referred to as the "Personal Property"), copies of which Exhibits are attached and incorporated by reference;

WHEREAS Simpson is purchasing the Real Property and Personal Property from Collmans pursuant to a Contract of Sale entered into June 22, 1976 as modified April 7, 1978 (hereinafter referred to as the "Contract of Sale"), copies of which are attached as Exhibit "B" and incorporated by reference. Notice of such Contract of Sale and such amendment are recorded at Volume M76, Page 9795 and Volume M78, Page 7070, Microfilm Records of Klamath County, Oregon;

WHEREAS Simpson has, with the consent of Collmans, entered into a Farm Lease and an Option to Purchase with Lawrence C. Jespersen and V. Maureen Jespersen, husband and wife, Kenneth L. Jespersen and Lorna Jespersen, husband and wife, and Leonard K. Jespersen and Vicki L. Jespersen, husband and wife, (hereinafter collectively referred to as "Jespersens"), copies of which are attached as Exhibit "A" and incorporated by reference, and under which Jespersens' lease and are granted an Option to Purchase the Real Property and Personal Property;

WHEREAS JELD-WEN, inc. (hereinafter referred to as "JELD-WEN") has entered into a Purchase and Sale Agreement with Jespersens wherein Jespersens agree to assign, transfer and convey to JELD-WEN their right, title and interest in and to such Farm Lease and Option to Purchase, subject however to Simpson's and Collmans' consent and certain acknowledgements, and to the Real Property and Personal Property.

NOW, THEREFORE Collmans and Simpson hereby consent to Jespersens' assignment of Jespersens' right, title and interest in and to the Farm Lease and the Option to Purchase and Collmans, Simpson, Jespersens and JELD-WEN acknowledge and agree as follows:

1. A collection escrow shall be set up at Mountain Title Company, 222 South Sixth Street, Klamath Falls, Oregon, into which JELD-WEN shall make all payments required under the Farm Lease and Option to Purchase (hereinafter

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Return to: Mountain Title Co. Attn: Kristi

referred to as the "Collection Escrow").

2. Payments made into the Collection Escrow shall be disbursed first to Mountain Title Company Collection Escrow No. 2172 in an amount necessary to make the required annual payment owing from Simpson to Collman's under the Contract of Sale, with the balance of any such payments being disbursed as provided in the Collection Escrow instructions.
3. A portion of the Real Property has been set aside and is subject to the Conservation Reserve Program ("CRP") under which Simpson receives and it is contemplated will continue to receive, so long as the Real Property remains eligible to participate in the CRP, an annual payment of \$18,335.00, which payment however shall be credited against sums owing Simpson by JELD-WEN under the Farm Lease and Option to Purchase.
4. As of this date Simpson owes Collmans pursuant to the Contract of Sale and under Mountain Title Company Collection Escrow No. 2172 the sum of \$109,375.75 plus accrued interest and there are presently no defaults or other sums owing under the Contract of Sale, except that taxes on the Real Property are delinquent.
5. As of this date, the sum of \$17,500.00 is due and owing Simpson from Jespersens pursuant to the Farm Lease and the Option to Purchase, which sum shall be paid Simpson at the closing of the Purchase and Sale Agreement between Jespersens and JELD-WEN. There are no other payments presently due and owing under the Farm Lease or the Option to Purchase, and prior to the above payment the balance remaining for the purchase of the Real Property and the Personal Property under the Farm Lease and the Option to Purchase is \$332,062.11 plus accrued interest from December 1, 1991. There are presently no defaults or other sums owing under the Farm Lease and the Option to Purchase except that taxes on the Real Property are delinquent; however such tax shall be brought current by Jespersens at the time of closing of the Purchase and Sale Agreement between JELD-WEN and Jespersens.
6. Collmans, Simpson and Jespersens shall execute a Bill of Sale, General Warranty Deed and Assignment of Water Rights (herein referred to as "Bill of Sale", "General Warranty Deed" and "Assignment of Water Rights") in the form set forth in Exhibit "E", "F" and "G" respectively which Bill of Sale, General Warranty Deed and Assignment of Water Rights shall be placed into the Collection Escrow established pursuant to subparagraph 1. Collmans,

Simpson and Jerspersens authorize Mountain Title Company to release the Bill of Sale, General Warranty Deed, Assignment of Water Rights and the other documents held in escrow to JELD-WEN upon the exercise of its option under the Option to Purchase and payment in full by JELD-WEN of all sums owing under the Option to Purchase, after proper credit for all payments under the Farm Lease and through the CRP. Thereupon, JELD-WEN shall own fee title to the Real Property and title to the Personal Property free and clear of all liens and encumbrances except utility and road easements presently of record. At such time as JELD-WEN shall exercise its Option to Purchase, JELD-WEN may, in lieu of payment in full of the balance of the purchase price owing to Simpson under such Option to Purchase, continue to make the semi-annual installment payments, until such purchase price is paid in full (with interest accruing on the unpaid principal balance of such purchase price at the rate of eight percent (8%) per annum), at which time Mountain Title Company shall release the Bill of Sale, General Warranty Deed, Assignment of Water Rights and the other documents held in escrow to JELD-WEN. Thereupon, JELD-WEN shall own fee title to the Real Property free and clear of all liens and encumbrances except utility and road easements presently of record.

And extend the provisions of the Farm lease *and*

Collmans and Simpson hereby further consent to JELD-WEN's harvest, from time to time, of the merchantable timber located upon the Real Property.

Collmans, Simpson and Jespersens acknowledge and understand that the foregoing consents, acknowledgements and agreements set out in this Acknowledgement and Consent are essential to JELD-WEN's assumption of the Farm Lease and Option to Purchase and that JELD-WEN would not complete the Purchase and Sale Agreement but for all parties execution of this Acknowledgement and Consent.

If this Acknowledgement and Consent is not executed by all parties within sixty (60) days of the date hereof, it shall become null and void.

IN WITNESS WHEREOF, the undersigned have executed the foregoing on or effective as of the date first written above.

Charles H. Collman  
Charles H. Collman

Otis M. Simpson

Vivian J. Collman  
Vivian J. Collman

Simpson Living Trust

By: Otis M. Simpson  
Otis M. Simpson

V. Maureen Jaspersen  
V. Maureen Jaspersen

Lawrence C. Jaspersen  
Lawrence C. Jaspersen

Lorna Jaspersen  
Lorna Jaspersen

Kenneth L. Jaspersen  
Kenneth L. Jaspersen

Vicky L. Jaspersen  
Vicky L. Jaspersen

Leonard K. Jaspersen  
Leonard K. Jaspersen

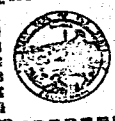
JELD-WEN, inc.

X By: Richard  
X Title: President

State of California )  
Oregon ) ss.  
County of Butte )  
Klamath )


And as Trustee  
OMB

On this 24 day of September, 1992, personally appeared before me the above named Otis M. Simpson, being first duly sworn, and acknowledged the foregoing Assignment Agreement to be his voluntary act and deed.

 **RICHARD FEUERSTEIN**  
NOTARY PUBLIC-CALIFORNIA  
Butte County  
My Commission Expires Feb. 16, 1993  
State of Oregon ) ss.  
County of Klamath )

Richard Feuerstein  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 02-16-93 California


On this 7th day of October, 1992, personally appeared before me the above named Charles H. Collman and Vivian J. Collman, husband and wife, being first duly sworn, and acknowledged the foregoing Assignment Agreement to be their voluntary act and deed.

 **OFFICIAL SEAL**  
**KRISTI L. REDD**  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 010431  
MY COMMISSION EXPIRES NOV. 16, 1995

Kristi L. Redd  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11/16/95

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State of California  
County of Butte  
On 09-24-92 before me, Richard Feuerstein  
personally appeared OTIS M. SIMPSON  
personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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 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.  
WITNESS my hand and official seal.

 **RICHARD FEUERSTEIN**  
NOTARY PUBLIC-CALIFORNIA  
Butte County  
My Commission Expires Feb. 18, 1993

Richard Feuerstein  
Notary Public

State of Oregon       )  
                              : ss.  
County of Klamath    )

On this 12<sup>th</sup> day of October <sup>KR</sup>~~September~~, 1992, personally appeared before me the above named Lawrence C. Jespersen and V. Maureen Jespersen, husband and wife, being first duly sworn, and acknowledged the foregoing Assignment Agreement to be their voluntary act and deed.



Kristi L. Redd  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11/16/95

State of Oregon       )  
                              : ss.  
County of Klamath    )

On this 12<sup>th</sup> day of October <sup>KR</sup>~~September~~, 1992, personally appeared before me the above named Kenneth L. Jespersen and Lorna Jespersen, husband and wife, being first duly sworn, and acknowledged the foregoing Assignment Agreement to be their voluntary act and deed.



Kristi L. Redd  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11/16/95

State of Oregon       )  
                              : ss.  
County of Klamath    )

On this 12<sup>th</sup> day of October <sup>KR</sup>~~September~~, 1992, personally appeared before me the above named Leonard K. Jespersen and Vicki L. Jespersen, husband and wife, being first duly sworn, and acknowledged the foregoing Assignment Agreement to be their voluntary act and deed.

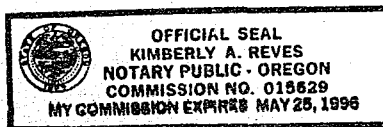


Kristi L. Redd  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11/16/95

State of Oregon       )  
                              : ss.  
County of Klamath     )

On this <sup>October</sup> ~~12~~ day of ~~September~~, 1992, personally appeared before me the above named R. C. Wendt and, being first duly sworn, did say that he is the President of JELD-WEN, inc., an Oregon corporation, and that he executed the foregoing Assignment Agreement on behalf of said corporation by authority of its Board of Directors and that such is the voluntary act and deed of said corporation.

*Kimberly A. Reves*  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5-25-96



## Real Property Description:

Section 28; NE 1/4

Section 20: S 1/2 SW 1/4

Section 29: NW 1/4 and N 1/2 SW 1/4 4th NE 1/4

Section 30: NE 1/4, E 1/2 NW 1/4, Lot 2 and N 1/2 S 1/2

All in Township 37 South, Range 10 East of the Willamette Meridian,  
Klamath County, Oregon

Otis M. Drifson  
Individually and as Trustee

Charles H. Allen

Wesley J. Collman

RAW

JF

JF

Wm

JF

JF

JF

JF

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

Mountain Title Co  
on this 13th day of Oct. A.D., 19 92  
at 2:55 o'clock P.M. and duly recorded  
in Vol. M92 of Deeds Page 23922

Evelyn Biehn County Clerk

By Charles M. Anderson

Deputy.

Fee, \$60.00