

2006-020750

Klamath County, Oregon



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10/16/2006 03:24:02 PM

Fee: \$36.00

MT013916-8155

MEMORANDUM OF EXTENSION OF OPTION AND EASEMENT AGREEMENT

(First Party)

JELD-WEN, Inc., an Oregon corporation

(Second Party)

Peoples Energy Resources Company, LLC, a Delaware limited liability company,
successor to Peoples Energy Resources Corp.

After recording return to:
Stoel Rives LLP
Attn: Mark R. Feichtinger
805 Broadway, Suite 725
Vancouver, WA 98660

State of Oregon
County of _____

I certify that the within instrument was received for record on the _____ day of
_____ 2006, at _____ o'clock _____ M., and recorded in book / reel / volume No. _____,
Page _____ or as instrument / fee No. _____, Record of Deeds of said
county.

Witness my hand and seal of County affixed.

Name _____ Title _____
By: _____ Deputy _____

AMERITITLE, has recorded this
Instrument by request as an accomodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

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MEMORANDUM OF EXTENSION OF OPTION AND EASEMENT AGREEMENT

THIS MEMORANDUM OF EXTENSION OF OPTION AND EASEMENT AGREEMENT ("**Memorandum**") is made and entered into as of the 27 day of August, 2006, by and between **JELD-WEN, INC.**, an Oregon corporation ("**Owner**"), and **PEOPLES ENERGY RESOURCES COMPANY, LLC**, a Delaware limited liability company, as successor to Peoples Energy Resources Corp., an Illinois corporation, whose address is 130 East Randolph Drive, Chicago, Illinois, 60601, or its nominee ("**PERC**").

RECITALS

A. Owner and PERC entered into a certain Option and Easement Agreement dated August 27, 2002 ("**Option and Easement Agreement**"), wherein Owner granted to PERC an exclusive option to purchase a perpetual, nonexclusive right-of-way and easement for the purpose of installing, constructing, operating, maintaining, repairing and replacing from time to time the Utility Improvements over, under, across, on, along and through land in Klamath County, Oregon (the "**Property**"), as more fully described in that Option and Easement Agreement. A memorandum of the Option and Easement Agreement was recorded in the Official Records of Klamath County, Oregon at Volume M05, Page 44309, on June 14, 2005.

B. Owner further agreed that PERC could have the right to extend the Option Period for an additional one-year period under the Option and Easement Agreement, which first such extension will expire at 11:59 p.m. on August 27, 2006, and entered into an Extension of Option and Easement Agreement dated August 25, 2005.

C. Owner has further agreed that PERC shall have the right to extend the Option Period for an additional one-year period under the Option and Easement Agreement, which such Option Period will expire at 11:59 p.m. on August 27, 2007, and have entered into an Extension of Option and Easement Agreement dated August 27, 2006.

D. The parties desire to place this Memorandum of record to provide notice to third parties of the existence of the Extension of Option and Easement Agreement and the additional right to extend the Option Period, and PERC's rights under the Option and Easement Agreement, but do not desire to place all of the terms and provisions of the Option and Easement Agreement of record.

WITNESSETH

That for good and valuable consideration more particularly described in the Option and Easement Agreement, the receipt of which is hereby acknowledged by Owner, the parties hereby state and agree as follows:

1. **Grant of Options; Option Period.** Commencing on August 27, 2006 and expiring on August 27, 2007 ("**Option Period**"), PERC has a right and option to use the Property

and Owner does hereby grant to PERC the right and option to use the Property, in accordance with the terms and conditions of the Option and Easement Agreement.

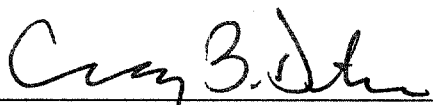
2. **Reference to and Incorporation of Option Agreement.** Reference is made to the Option and Easement Agreement for a complete and definitive statement of the terms of the rights and obligations of Owner and PERC thereunder. Unless defined otherwise herein, capitalized terms used in this Memorandum shall have the meanings ascribed to them in the Option and Easement Agreement, which definitions are incorporated herein by reference. This Memorandum is subject to the terms and conditions of the Option and Easement Agreement which is incorporated herein by reference. This Memorandum shall not be construed to modify or amend the Option and Easement Agreement in any respect.

3. **Counterparts.** This Memorandum may be executed in a number of separate counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. All signatures of the Owner and PERC need not be on the same counterpart.

IN WITNESS WHEREOF, Owner and PERC have duly executed and delivered this Memorandum as of the day, month and year first above written.

OWNER:

JELD-WEN, INC., an Oregon corporation

By: 

Name: Craig B. Dittman

Title: General Manager, JELD-WEN Timber & Ranches

PERC:

**PEOPLES ENERGY RESOURCES
COMPANY, LLC,
a Delaware limited liability company**

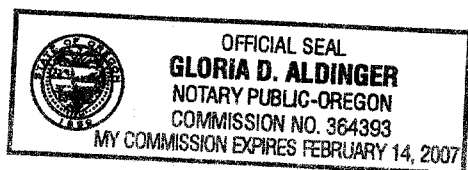
By: 

Name: CURTIS R. COLE

Title: VP

STATE OF OREGON)
COUNTY OF KLAMATH)ss.

This instrument was acknowledged before me this 21st day of ~~August~~^{SEPT}, 2006, by Craig B. Ditman, General Manager of JELD-WEN Timber & Ranches, for and on behalf of JELD-WEN, Inc., an Oregon corporation, on its behalf.



Gloria D. Aldinger
Notary Public
My commission expires: Feb. 14, 2007
Commission No.: 364393

STATE OF Arizona)
COUNTY OF Marcopa)ss.

This instrument was acknowledged before me this 29 day of ~~August~~^{Sept.}, 2006, by Curtis Cole, VP of PEOPLES ENERGY RESOURCES COMPANY, LLC, a Delaware limited liability company, on its behalf.

[Signature]
Notary Public
My commission expires:
Commission No.:

