

Jeld-Wen

Remediation Easement

for

300 West Marine View Drive

Everett, WA. 98201

Schedule 1.7

THIS ENVIRONMENTAL REMEDIATION EASEMENT ("Easement") is dated April 13, 2012 (the "Effective Date") between Mr. Ronald A. Woolworth, in his individual capacity ("Grantor") and JW NC Everett, LLC, an Oregon limited liability company ("Grantee"), each a "party" and together the "parties" to this Easement.

RECITALS

A. Grantor is purchasing from Grantee the real property and structures described on Exhibit "A" attached hereto (the "Property"). The Property is also depicted on the map attached hereto as Exhibit "A-1."

B. With regard to the Property, Grantee has entered into an order from the State of Washington Department of Ecology, No. DE5059, as has or may hereafter be amended by Seller and the State of Washington Department of Ecology (the "Agreed Order") setting forth a remedial action plan for the release or threatened release of certain hazardous substances on the Property.

C. The parties have determined that Grantee will (a) retain sole and exclusive authority to interact with the State of Washington Department of Ecology (the "Department") and negotiate the terms of the Agreed Order and (b) as between the parties Grantee will remain fully responsible for all costs of compliance with the Agreed Order.

D. Grantor is willing to grant to JW NC Everett, LLC, a perpetual affirmative easement to access the Property for purposes of compliance and completion of the Agreed Order subject to, and on, the terms and conditions set forth in this Easement.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. GRANT OF EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor hereby grants to Grantee, its parent and designated affiliates a perpetual, irrevocable, easement for the limited purpose of access, (including Grantee's agents and business invitees) all portions of the Property including its structures and subsurface for the purpose of compliance with and completing the Agreed Order. The parties intend for this Easement to be a possessory interest that runs with the land and is binding upon any current or future party holding a possessory or ownership interest of any kind in the Property. Upon Grantee's good faith determination that all activities under the Agreed Order have been completed, all conditions under the Agreed Order have been satisfied, all obligations of Grantee under the Agreed Order under have been discharged by the Department, and Grantee has obtained a No Further Action Letter, Release, or other such equivalent closure document from the Department or such other state or federal agency having jurisdiction over the Agreed Order then this Easement shall terminate and Grantee will extinguish the Easement in the public record.

2. USE OF THE PROPERTY

The right to access and perform activities on the Property and any structure located on the Property shall be broadly construed to encompass any and all activities as may be agreed upon between Grantee and the Department in connection with the Agreed Order and may include, without limitation, the following activities:

- a. Drilling of soil test borings;
- b. Installation of groundwater monitoring wells and treatment pumps;
- c. Performing groundwater inflow tests on wells;
- d. Obtaining groundwater samples from wells and soil samples;
- e. Maintenance and/or checking groundwater level in wells approximately one time per month; and
- f. Performance of any necessary environmental detection, monitoring or remediation activities as may be agreed upon between Grantee and the Department in connection with the Agreed Order.

Grantee shall use good faith efforts to not disrupt the business activities of Grantor and other occupants of the Property but Grantor acknowledges that Grantor's use of the Property is subject to the Agreed Order and Grantor irrevocably waives all rights to contest and shall fully cooperate with Grantee with regard to any and all such activity.

3. RESTORATION OF PROPERTY

On an ongoing basis as monitoring and remediation activities are completed and within one hundred eighty (180) days of the termination of the this Easement, Grantee shall, at its cost and expense, put the Property in substantially the condition in which the Property existed prior to the remedial activity, less reasonable wear and tear.

4. MECHANIC'S AND/OR CONSTRUCTION LIENS

Grantee covenants and agrees to keep the Property free of mechanic's, construction and materialmen's liens and other liens of like nature on account of Grantee's activities.

5. GOVERNING LAW.

The parties intend that this Easement will be governed by and construed in accordance with the laws of the State of Washington without reference to its conflicts of law provisions.

6. INTEGRATION; AMENDMENT.

This Easement constitutes the entire agreement of the parties relating to the subject matter of this Easement. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Easement. This Easement supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter of this Easement. This Easement may not be amended except in a written instrument executed by each of the parties.

7. WAIVER.

No provision of this Easement will be deemed to have been waived unless such waiver is in writing signed by the waiving party.

8. JURISDICTION; SERVICE.

The parties each consent to the jurisdiction of the state or federal courts of Washington. Each party agrees that service of process may be made upon it wherever it can be located or by certified mail directed to its address for notices under this Easement.

9. COUNTERPARTS.

This Easement may be executed in any number of counterparts, all of which when taken together will constitute one agreement binding on both parties.

10. ELECTRONIC SIGNATURES.

In order to expedite the transaction contemplated herein, telecopied and PDF signatures may be used in place of original signatures on this Easement or any document delivered pursuant hereto. The parties intend to be bound by the signatures on the telecopied document or such PDF copies, and are aware that the other parties will rely on the telecopied or PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Easement based on such telecopied or PDF signature.

11. INTERPRETATION.

Purchaser and Seller agree that this Easement will be construed as though jointly prepared by Purchaser and Seller and shall not be construed against either party as the primary drafter. Purchaser and Seller further agree that the captions of this Easement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

12. NOTICES.

Any notice under this Easement will be in writing and will be effective when actually delivered upon the actual confirmed receipt or refusal of receipt thereof if sent by U.S. Mail, registered or certified, postage prepaid, overnight delivery using a nationally recognized overnight delivery service or confirmed facsimile or email transmission and addressed to the parties at the addresses stated hereunder:

Ronald A. Woolworth:
PO Box 973
Anacortes, WA 98221
Phone: (360) 293-2596
Fax: (360) 299-2123
Email: vintinvest@comcast.net

JW NC Everett, LLC:
Jason deVries
Corporate Development Manager
JW NC Everett, LLC
3250 Lakeport Blvd.
Klamath Falls, OR 97601
Phone: (541) 885-7471
Facsimile Number: (541) 885-7454
email: jasond@jeld-wen.com

With a copy to:

Christon C. Skinner, Esq.
791 SE Barrington
Oak Harbor, WA 98277
360-679-1240 - phone
360-679-9131 - fax

With a copy to:

Legal Department
JELD-WEN, inc.
3250 Lakeport Blvd.
Klamath Falls, OR 97601
Phone: (541) 850-2618
Facsimile Number: (541) 880-5956

13. BINDING EFFECT.

This Easement may not be assigned or delegated by either party except that Grantee may assign its rights to its parent JELD-WEN, inc. or any subsidiary of JELD-WEN, Inc. Subject to these restrictions on assignment, this Easement is binding on and will inure to the benefit of, with respect to Seller, Seller's successors and assigns and, with respect to Purchaser, Purchaser's spouse, family members, estate, heirs, trust, trustees, judges in bankruptcy proceedings, lessees, mortgagees, and beneficiaries under deeds of trust, whether or not by operation of law.

14. WAIVER OF JURY TRIAL.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, INCLUDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER AND AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

The parties have executed this Easement effective as of the Effective Date.

Mr. Ron Woolworth:


Ronald A. Woolworth
An individual residing in the State of
Washington

By: 
Name: Ronald A. Woolworth

Address:
PO Box 973
Anacortes, WA 98221

JW NC Everett, LLC:

JW NC Everett, LLC, an Oregon limited
liability company

By: 
Name: Jason deVries
Its: Director of Corporate Development

Address:
3250 Lakeport Blvd.
Klamath Falls, OR 97601

NOTARIZATIONS:

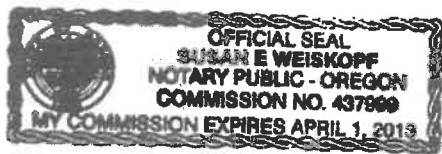
JELD-WEN

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 13TH day of April, 2012, before me personally appeared Jason de Vries, to me known to be the Corporate Development Manager of JW NC Everett, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Name: _____
Residing in: _____
Notary Expires: _____

Mr. Ronald A. Woolworth

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 13th day of April, 2012, before me personally appeared Ronald A. Woolworth, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

Name: _____
Residing in: _____
Notary Expires: _____