

2013-009287

Klamath County, Oregon

08/13/2013 01:00:31 PM

Fee: \$97.00

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AMERITITLE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

McDermott Will & Emery LLP
227 West Monroe Street
Chicago, Illinois 60606
Attention: David R. Neville

(Space Above For Recorder's Use Only)

LINE OF CREDIT INSTRUMENT

MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

by

COLUMBIA PLYWOOD CORPORATION,
a North Carolina corporation,
as Grantor,
and

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent for and on behalf of the Lenders,
as Beneficiary,

relating to premises in:

Klamath County, Oregon

Dated as of June 4, 2013

The maturity date of the Obligations (as defined in the Amended Credit Agreement) secured by the Deed of Trust modified hereby, exclusive of any option to renew or extend such maturity date, is the earlier of (i) June 4, 2018 and (ii) any other date as provided in the Amended Credit Agreement.

The maximum principal amount to be advanced pursuant to the Amended Credit Agreement and the Loan Documents (as defined herein) secured by the Deed of Trust modified hereby is not more than ONE HUNDRED MILLION AND 00/100 Dollars (\$100,000,000).

TD Amer

THE DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING MODIFIED HEREBY IS INTENDED TO BE A FIXTURE FILING IN ACCORDANCE WITH ORS 79.0502 AND WILL BE INDEXED AS A FIXTURE FILING IN THE OFFICIAL RECORDS OF KLAMATH COUNTY, OREGON. FOR PURPOSES OF SUCH FIXTURE FILING, GRANTOR SHALL BE CONSIDERED "DEBTOR" AND BENEFICIARY SHALL BE CONSIDERED "SECURED PARTY."

THE DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING MODIFIED HEREBY SECURES, AMONG OTHER OBLIGATIONS, A REVOLVING CREDIT FACILITY AND PROMISSORY NOTES, WHICH OBLIGATIONS PROVIDE FOR VARIABLE RATES OF INTEREST.

**MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Modification") is made as of June 4, 2013, by COLUMBIA PLYWOOD CORPORATION, a North Carolina corporation, with its principal office at c/o Columbia Forest Products, Inc., 7900 Triad Center Drive, Suite 200, Greensboro, North Carolina 27409, as grantor ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, with offices at 601 South Figueroa, Suite 3690, Los Angeles, California 90017, as agent for and on behalf of the Lenders (as hereinafter defined) and, in such capacity, as beneficiary and as assignee and secured party (together with any successors or assigns in such capacity, "Beneficiary").

RECITALS:

WHEREAS, Beneficiary and certain financial institutions (collectively, "Lenders") from time to time party to the Original Credit Agreement (as hereinafter defined), and Grantor and certain of its affiliates (collectively, "Borrowers") entered into that certain Credit Agreement dated as of September 19, 2008 (as amended from time to time, the "Original Credit Agreement"), and pursuant thereto, Grantor executed and delivered, among other things, that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Deed of Trust") dated as of July 24, 2012, to Chicago Title Insurance Company of Oregon, as Trustee for the benefit of Beneficiary, and covering the land described in Exhibit A attached hereto and made a part hereof, and other real and personal property as more particularly described therein (the "Property");

WHEREAS, the Deed of Trust was recorded in the Klamath County, Oregon Microfilm Records on July 24, 2012 as Instrument No. 2012-008097;

WHEREAS, concurrently herewith, Borrowers and Lenders have entered into that certain Amended and Restated Credit Agreement (together with any and all renewals, amendments, modifications, supplements, restatements, extensions for any period, or increases or rearrangements thereof, the "Amended Credit Agreement"), which amends and restates the Original Credit Agreement in its entirety and, among other things, extends the stated maturity date of the Notes to June 4, 2018 and amends the aggregate principal amount of the Notes and Loans to be not more than \$100,000,000.00;

WHEREAS, pursuant to the Amended Credit Agreement, the parties hereto enter into this Modification to confirm the modification of the Notes, Loans and other Obligations as provided in the Amended Credit Agreement, including, without limitation, the extension of the stated maturity date of the Notes and Loans, to confirm the renewal, extension and modification of the liens, security interests and assignments of the Deed of Trust to secure the Notes and all other Obligations as so extended and amended, and to confirm the continued existence, first lien priority and validity of the Deed of Trust as so renewed, extended and modified; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Amended Credit Agreement.

AGREEMENT:

NOW, THEREFORE, pursuant to and in accordance with the terms of the Amended Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Beneficiary hereby agree as follows:

1.1 Recitals. The above referenced Recitals are hereby incorporated herein as if fully set forth below.

1.2 Modifications to Deed of Trust. The Notes and Loans have been amended and revised to an aggregate principal amount not to exceed One Hundred Million and No/100 Dollars (\$100,000,000.00) as set forth in the Amended Credit Agreement, including, without limitation, the extension of the stated maturity date of the Notes and Loans to June 4, 2018. Grantor hereby acknowledges and confirms (a) the amendment and extension of the Notes and Loans as set forth in the Amended Credit Agreement, (b) that neither this Modification nor the Amended Credit Agreement shall in any manner affect or impair any of the rights, benefits, security interests, liens or assignments securing or governing the Loans and the other Obligations, including, without limitation, those set forth in the Deed of Trust, (c) that except as amended hereby and by the Amended Credit Agreement, the terms, conditions, rights, benefits, interests, privileges, liens and assignments of the Deed of Trust shall remain in full force and effect as originally written, (d) that the rights, benefits, security interests, liens and assignments of the Deed of Trust are hereby renewed, extended, amended and modified as set forth herein and in the Amended Credit Agreement, and (e) that the rights, benefits, security interests, liens and assignments of the Deed of Trust shall not in any manner be waived, the purpose of this Modification being to confirm the Deed of Trust with respect to the Notes and Loans as modified in the Amended Credit Agreement, and to carry forward all rights, benefits, security interests, liens and assignments, which are acknowledged by Grantor to be valid and subsisting rights, liens, benefits, security interests and assignments. Each reference to the Credit Agreement, the Notes, the Loans, the Obligations and the Loan Documents in the Deed of Trust is hereby amended and shall henceforth refer to such documents and terms as modified as described herein and as defined in the Amended Credit Agreement, and as they may from time to time be subsequently amended, modified, restated or supplemented. Each reference to the stated maturity date of the Notes and Loans in the Deed of Trust is hereby amended and shall be deemed to refer to June 4, 2018, and each reference to the aggregate principal amount of the Notes and Loans is hereby amended and shall be deemed to refer to the principal amount not to exceed One Hundred Million and No/100 Dollars (\$100,000,000.00). The amendments to the Notes and Loans as set forth in the Amended Credit Agreement and this Modification collectively constitute a modification only and not a novation.

1.3 Representations and Warranties. As of the date hereof, Grantor hereby renews, remakes and confirms for the benefit of Beneficiary all of the representations, warranties and covenants made by Grantor in the Deed of Trust, with the same effect as if they were made on and as of the date of this Modification.

1.4 Oregon Specific Provisions. Section 5.18(d)(i) of the Deed of Trust is hereby deleted in its entirety and replaced by the following:

“(i) BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

1.5 Incorporation of Amended Credit Agreement. The terms of the Amended Credit Agreement are incorporated by reference herein as though set forth in full detail. In the event of any conflict between the terms and provisions of this Modification and any other Loan Document, the terms and provisions of such other Loan Document shall control.

1.6 Ratification. Except as modified by this Modification, all of the terms, conditions, covenants, representations and warranties contained in the Deed of Trust shall remain in full force and effect and are hereby ratified and confirmed by Grantor. This Modification shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

1.7 Counterparts. This Modification may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, Grantor and Beneficiary have duly signed and delivered this Modification as of the date first above written.

GRANTOR:

COLUMBIA PLYWOOD CORPORATION,
a North Carolina corporation

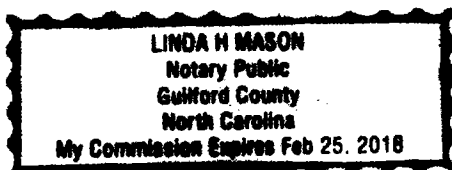
By: [Signature]
Name: Richard E. Parker
Title: Asst. Secretary

STATE OF NC)
COUNTY OF Guilford) SS:

ON July 3, 2013, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Richard E. Parker, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT, THE ENTITY UPON BEHALF OF WHICH HE/SHE ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

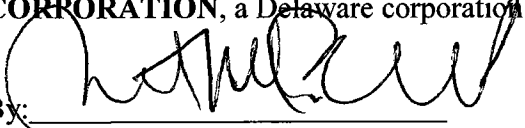
SIGNATURE [Signature]
(SEAL)



MY COMMISSION EXPIRES: Feb. 25, 2018

BENEFICIARY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, a Delaware corporation

By: 
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

ON _____, 2013, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN
AND FOR SAID STATE, PERSONALLY APPEARED _____,
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE
EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY
HIS/HER SIGNATURE ON THE INSTRUMENT, THE ENTITY UPON BEHALF OF WHICH
HE/SHE ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE SEE Attached Document
(SEAL)

MY COMMISSION EXPIRES: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)

County of Los Angeles)

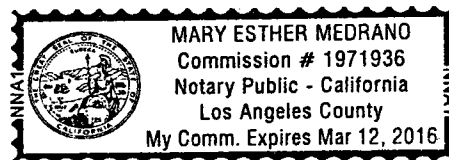
On July 2, 2013 before me, **Mary Esther Medrano, Notary Public**, personally appeared ____

Robert M. Brichacek

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 that 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



SIGNATURE

Mary Esther Medrano

(Place Notary Seal Above)

OPTIONAL

Description of Attached Document

Title or Type of Document: Line of Credit Instrument- Modification of deed of trust, Security Agreement,

Assignment of Leases and Rents and Fixture Filing

Document Date: 06.04.13

Number of Pages: 1

Signer(s) Other Than Named Above: n/a

Capacity (ies) Claimed by Signer(s)

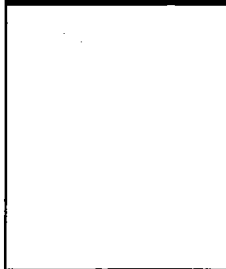
Signer's Name: Robert M. Brichacek

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: **Duly Authorized**

Signatory

Signer is representing:
Beneficiary

RIGHT THUMBPRINT
OF SIGNER



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

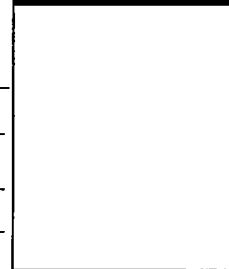


EXHIBIT A
LEGAL DESCRIPTION

A tract of land being a portion of Parcel 1 of "Land Partition 33-10", situated in the NE1/4 NE1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the south line of said Parcel 1, from which the southwest corner of said Parcel 1 bears N89°11'12"W 271.10 feet; Thence N61°34'04"E 761.78 feet; Thence S28°25'56"E 96.54 feet to a point on the northwesterly right of way line of the Burlington Northern Railroad Spur; Thence S41°47'33"W, along the said northwesterly right of way line, 381.40 feet to its intersection with the south line of said Parcel 1; Thence N89°11'12"W, along the said south line, 461.73 feet to the point of beginning, containing 2.37 acres, more or less, with bearings based on "Land Partition 33-10" on file at the office of the Klamath County Clerk.