



**2015-010712**  
**Klamath County, Oregon**  
09/29/2015 02:00:06 PM  
Fee: \$112.00

Recording requested by  
and when recorded return to:

Cahill Gordon & Reindel LLP  
80 Pine Street, 17th Floor  
New York, NY 10005  
Attention: Athy A. O'Keeffe, Esq.

**FIRST AMENDMENT TO FIRST LIEN TRUST DEED, ASSIGNMENT OF  
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THE MATURITY DATE OF THE LOAN DOCUMENT SECURED BY THIS TRUST DEED, EXCLUSIVE OF ANY OPTION TO RENEW OR EXTEND SUCH MATURITY DATE, IS JULY 1, 2022.

THIS FIRST AMENDMENT TO FIRST LIEN TRUST DEED, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is duly executed this 21 day of September, 2015, to be effective as of September 28, 2015 (the "Effective Date"), by JELD-WEN, inc., an Oregon corporation, as grantor, assignor and debtor (the "Grantor"), with an address at 401 Harbor Isles Blvd., Klamath Falls, Oregon 97601, to AMERITITLE, INC., an Oregon corporation, having an office located at 15 Oregon Avenue, Bend, OR 97701, as trustee (the "Trustee") for the benefit of BANK OF AMERICA, N.A., a national banking association, whose address is One Boston Place, 18th Floor, Boston, Massachusetts 02108, in its capacity as administrative agent for the Lenders and collateral agent for the Secured Parties (as defined in the Existing Deed of Trust (as defined below)), as beneficiary, assignee and secured party (in such capacities and together with any successors in such capacities, the "Beneficiary"). Capitalized terms used in this Amendment shall have the same meanings as in the Existing Deed of Trust (as defined below) unless otherwise defined in this Amendment.

**R E C I T A L S :**

A. Grantor previously executed and delivered to Beneficiary that certain First Lien Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 17, 2015 and recorded on February 19, 2015, as instrument number 2015-001496 in the Official Records of the County of Klamath, State of Oregon, encumbering the Trust Property, including certain land, Improvements and fixtures located in Klamath County in the State of Oregon, which land is more particularly described in **Exhibit A** (the "Existing Deed of Trust").

B. As more fully described in the Existing Deed of Trust, the Existing Deed of Trust secures all Secured Obligations including without limitation those under that certain Term Loan Credit Agreement dated as of October 15, 2014, as more fully described in the Existing Deed of Trust (the “Existing Credit Agreement”), as either the Secured Obligations or the Existing Credit Agreement may be further amended, amended and restated, supplemented, extended, renewed, refinanced, replaced or otherwise modified from time to time, with or without record notice of such amendment, amendment and restatement, supplementation, extension, renewal or other modification, refinancing or replacement.

C. Grantor and Beneficiary have amended the Existing Credit Agreement pursuant to the terms and conditions of that certain Amendment No.1, dated as of July 1, 2015 (the “Credit Agreement Amendment”). The Credit Agreement Amendment confirms the Existing Credit Agreement and provides for, among other things, certain amendments to the Existing Credit Agreement including (i) the creation of a tranche of new Incremental Loans (as defined in the Credit Agreement) in the additional principal amount of up to \$480,000,000, and (ii) other changes in the terms and conditions of the indebtedness now or in the future outstanding under the Credit Agreement.

D. Grantor and Beneficiary desire to, among other things, give notice of the amendment to the Credit Agreement reflected in the Credit Agreement Amendment and to confirm the Existing Deed of Trust remains in full force and effect, except only to the extent expressly modified by this Amendment.

### **A G R E E M E N T :**

**NOW, THEREFORE**, Grantor and Beneficiary agree and give notice as follows.

1. Amendment.

The Existing Deed of Trust is hereby amended as follows:

1.1. *Definition of “Credit Agreement.”* Whenever referred to herein or in the Existing Deed of Trust, as amended by this Amendment, “Credit Agreement” shall mean the Existing Credit Agreement, as amended by the Credit Agreement Amendment, as either thereof may be further amended, amended and restated, supplemented, extended, renewed, refinanced, replaced or otherwise modified from time to time.

1.2. *Definition of “Deed of Trust.”* Whenever referred to herein or in the Existing Deed of Trust, as amended by this Amendment, “Deed of Trust” shall mean the Existing Deed of Trust, as amended by this Amendment, as the same may be further amended, amended and restated, supplemented, extended, renewed, refinanced, replaced or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Secured Obligations or giving notice of any such changes. Any future amendment, amendment and restatement, supplementation, extension, renewal,

refinancing, replacement or other modification of the Deed of Trust may or may not be recorded.

1.3. *Definition of "Secured Obligations."* Whenever referred to herein or in the Existing Deed of Trust, as amended by this Amendment, "Secured Obligations" shall mean the Secured Obligations, as amended and modified by the Credit Agreement Amendment, and as the same may be further amended, amended and restated, supplemented, extended, renewed, refinanced, replaced, and otherwise modified from time to time if and when the Credit Agreement is further amended, amended and restated, supplemented, extended, renewed, refinanced, replaced or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Credit or the Secured Obligations.

1.4. *Taxes.* Grantor shall pay all mortgage recording taxes, filing fees, recording fees, and other taxes imposed or assessed upon this Deed of Trust Amendment, including all taxes, penalties, and interest for the foregoing.

2. *Confirmation and Ratification of Existing Deed of Trust.*

Except as modified by this Deed of Trust Amendment, the Existing Deed of Trust shall continue in full force and effect. In all other respects Grantor and Beneficiary fully confirm and ratify the Existing Deed of Trust, the Existing Credit Agreement, and the other Loan Documents except as expressly modified pursuant to this Amendment or the Credit Agreement Amendment. Nothing in this Amendment is intended to waive any rights or remedies of Beneficiary under the Existing Deed of Trust, or (except to the extent, if any, expressly stated herein) any defaults of Grantor under the Existing Deed of Trust. The Existing Deed of Trust shall continue to be a valid and subsisting lien against the Trust Property. Nothing contained in this Amendment shall be construed as (a) a novation of the Secured Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to the Beneficiary of the Trust Property.

3. *No Change in Deed of Trust Priority.*

3.1. *Changes to Obligations; Effect of Change(s).* No Change (as hereinafter defined) shall impair, reduce or subordinate, in whole or in part, the priority of the lien of the Existing Deed of Trust as against the liens of Junior Lien Claimants (as hereinafter defined), and the Deed of Trust shall continue to secure the Secured Obligations, with the same priority of lien as the Existing Deed of Trust as against the lien of Junior Lien Claimants regardless of any Changes, whether or not: (a) any notice is recorded with respect to such Change, (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Deed of Trust) or the interest rate of the Secured Obligations or otherwise adversely affects Junior Lien Claimants, or (c) Grantor executes or delivers new or additional note(s) to evidence or confirm such Change.

3.2. *Notice to Junior Lien Claimants.* All actual and potential Junior Lien Claimants are hereby placed on notice that (i) the Secured Obligations are subject to Change(s) and (ii) the Existing Deed of Trust provided and gave notice it secured the Secured Obligations arising both under the Loan Documents as originally executed and delivered and under the Loan Documents as affected by one or more Changes. Junior Lien Claimants should not assume they will be notified of any amendment of the Loan Documents or of the Secured Obligations that occurs before or after the recording of their lien. By taking or accepting an interest in the Trust Property subject to the Deed of Trust, each Junior Lien Claimant acknowledges and agrees to the provisions of this Section 3.

3.3. *Interaction with Loan Documents.* Nothing in this Section 3 shall be deemed to limit or waive any restrictions or prohibitions on transfers and/or junior liens set forth in the Loan Documents.

3.4. *Definition:*

A “Junior Lien Claimant” means any holder of any interest or claim that affects any Trust Property or estate or interest therein, which interest or claim is recorded after the date the Existing Deed of Trust was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Deed of Trust.

“Change” means (i) any amendment, modification, extension, renewal, re-finance, replacement, restatement, increase, re-pledge, supplement, or other change, from time to time, to the Secured Obligations, (ii) the execution and delivery of this Amendment or of any subsequent or prior amendments, restatements, supplements, extensions, renewals, refinancings, replacements or other modifications of the Deed of Trust and (iii) any amendments, restatements, supplements, extensions, renewals, refinancings, replacements or other modifications of the Credit Agreement or the other Loan Documents, in each case including, without limitation, all or any of the following: (A) complete or partial amendment and restatement of any or all terms and conditions of the Secured Obligations; (B) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (C) modifications, extensions, renewals or refinancings at a different rate of interest; (D) increases in any amount in the principal or interest rate of the Secured Obligations; and/or (E) modifications or additional amounts advanced with respect to the Secured Obligations.

4. *Credit Agreement Amendment.*

The parties hereby give notice the Existing Credit Agreement has been amended, pursuant to the Credit Agreement Amendment.

5. *Future Amendments.*

The Deed of Trust, cannot be further altered, amended, modified, terminated, waived, released, or discharged, except in accordance with the provisions of the Deed of

Trust. Any amendment of the Loan Documents or of the Secured Obligations may or may not be recorded. Any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Deed of Trust as to any amount now or hereafter secured by the Deed of Trust or constituting a novation.

6. Effect of Amendment.

Except as, and to the extent, specifically modified or amended by this Amendment, the Existing Deed of Trust is and remains in full force and effect according to the terms thereof. If it is determined that any person or entity except Beneficiary has a lien, encumbrance, or claim of any type with priority over any term of this Amendment, the original terms of the Loan Documents and Existing Deed of Trust shall be severable from this Amendment and separately enforceable from the terms thereof (as modified hereby) in accordance with their original terms, and Beneficiary shall continue to hold the benefit of all legal or equitable priorities that existed before the Effective Date. Any legal or equitable priorities of Beneficiary over any party that existed before the Effective Date shall remain in effect after the Effective Date.

7. GOVERNING LAW.

THIS AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH SECTION 6.6 OF THE EXISTING DEED OF TRUST.

8. Counterparts.


This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Amendment as of this 18<sup>th</sup> day of September, 2015.

**GRANTOR**

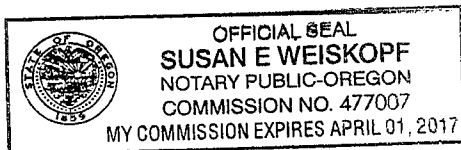
**JELD-WEN, inc., an Oregon corporation**

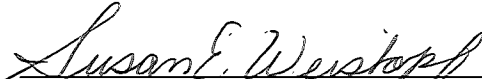
By:   
Name: David Stork  
Title: Senior Vice President, General  
Counsel, & Secretary

STATE OF Oregon )  
COUNTY OF Klamath ) ss.

On this 18<sup>th</sup> day of September, 2015, before me, a Notary Public in and for the State of Oregon, personally appeared David Stork, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Senior Vice President, General Counsel, & Secretary of JELD-WEN, inc., an Oregon corporation to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




  
NOTARY PUBLIC in and for the State of  
Oregon, residing at Klamath Falls  
My appointment expires 4/1/2017  
Print Name Susan E. Weiskopf

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Amendment as of this 21 day of September, 2015.

**BENEFICIARY**

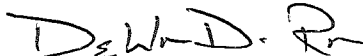
**BANK OF AMERICA, N.A.**

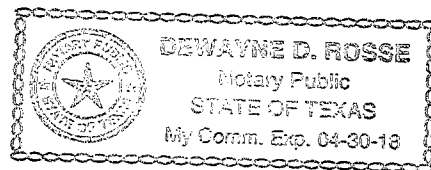
By:   
Name: Henry Pennell  
Title: Vice President

STATE OF Texas )  
COUNTY OF Dallas ) ss.

On this 21 day of September, 2015, before me, a Notary Public in and for the State of Texas, personally appeared Henry Pennell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Vice President of Bank of America, N.A., to be the free and voluntary act and deed of said national association for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

  
NOTARY PUBLIC in and for the State of  
Texas, residing at \_\_\_\_\_  
My appointment expires 04-30-2018  
Print Name Dewayne D. Rosse



## **EXHIBIT A**

### **Legal Description**

All that certain (or those certain) parcel(s), plot(s) or piece(s) of real property, including improvements and fixtures, more particularly described as follows, located in the counties more particularly described as follows or on the supplemental page(s) attached hereto:

#### **PARCEL 1: (Admin 3250 Lakeport)**

A portion of the SE1/4 NE1/4, the NE1/4 SE1/4 and of Government Lot 4, all in Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point which is South 10°20' East a distance of 60 feet from the Southwest corner of Block 4, "Pelican City", Klamath County, Oregon, and running thence North 79°40' East 309 feet to the Westerly line of the right of way of the California Northeastern Railway; thence Southeasterly along said right of way, and 50 feet distant at right angles from the centerline thereof the following courses and distances: South 21°17' East 100 feet; South 24°10' East 100 feet; South 27°06' East 100 feet; South 30°08' East 100 feet; South 32°52' East 100 feet; South 35°30' East 100 feet; South 38°55' East 100 feet; South 41°34' East 100 feet; South 44°31' East 100 feet; South 47°11' East 100 feet; South 50°43' East 100 feet; South 48°00' East 44 feet to a point which is distant 25 feet Northerly at right angles from the centerline of the Shippington "E" Spur; thence Westerly parallel to and 25 feet distant Northerly at right angles from the centerline of said Shippington "E" Spur, with the following courses and distances: North 68°27' West 721.5 feet; North 70°06' West 100 feet; North 72°54' West 100 feet; thence North 76°42' West a distance of 30 feet, more or less, to a point on the centerline of Lakeport Boulevard; thence North 10°20' West along the centerline of said Lakeport Boulevard to a point which is on the said centerline and is South 79°40' West a distance of 30 feet from the place of beginning; thence North 79°40' East 30 feet to the place of beginning. Less right of way for Lakeport Boulevard.

Together with that portion of vacated Opal Street that inured thereto and was vacated by Ordinance No. 07-03 and recorded January 9, 2009 in Volume 2009-000274, Microfilm Records of Klamath County, Oregon.



PARCEL 2: (Admin)

A strip of land situated in the SE1/4 NE1/4 and the NE1/4 SE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said strip of land being 20 feet in width and being 10 feet each side of, measured at right angles to the following described line:

BEGINNING at a point in the centerline of the Southern Pacific Railroad Company's Shippington Spur track, said point being North 24°58'10" West a distance of 2981.4 feet from the iron axle marking the Southeast corner of said Section 19 (bearings and distance being based on record of Survey No. 34 as filed in the office of the Klamath County Surveyor); thence South 61°30' East a distance of 233.4 feet to the beginning of a 14 degree curve to the right (total central angle of said curve is 61°38' and total arc length is 440.2 feet); thence along said curve to

the right to its intersection with the Southerly right of way line of Lakeport Boulevard; Excepting any land included herein that may have been previously deeded for a railroad or highway use, it being the intent of this instrument to convey a 20 foot strip of land between the existing S.P.R.R. Shippington Spur and the Southerly right of way line of Lakeport Boulevard.

PARCEL 3: (Golf Course and 4013 Lakeport)

Parcels 1 and 2 of Land Partition 06-13 being an amended plat and a re-plat of Parcel 2 of Land Partition 12-08, together with other unplatted lands, situated in the S1/2 of Section 18, and a portion of Government Lots 4, 5, 6, 7, 8, 10 and 11 and the NE1/4 of the SW1/4 of Section 19, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County Oregon and being recorded on August 30, 2013 in instrument number 2013-010001, Records of Klamath County, Oregon.

PARCEL 4: (3307 Lakeport, 3309 Lakeport Blvd, 3737 Lakeport, 401 Harbor Isles and 407 Harbor Isles)

Parcels 1 and 3 of Land Partition 12-08 situated in Government Lots 1, 5, 6 and the S1/2 of Section 18 and Government Lots 4, 5, 6 and 7, Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon as duly recorded on November 3, 2008 in Volume 2008-014832. Microfilm Records of Klamath County, Oregon.

PARCEL 5: (3628 AND 3636 Lakeport)

Lots 9 and 10, Block 2, PELICAN CITY, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

PARCEL 6: (3736 Lakeport)

Lots 1, 2, 3 and 4 in Block 2 of PELICAN CITY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 7: (3444 Lakeport)

Lots 9, 10, 11 and 12 in Block 3 of PELICAN CITY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 8: (3402, 3304 and 3306 Lakeport)

Parcel 1 and 2 of Land Partition 97-06 being a re-plat of Lots 7 through 12, Block 4 of Pelican City, situated in the S1/2 of the NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian Klamath County, Oregon.

Together with that part of vacated Opal Street which attached thereto by Ordinance #07-031 recorded on instrument #2009-000274, Records of Klamath County, Oregon

PARCEL 9: (3402 Lakeport)

Lots 4, 5, and 6 in Block 4, PELICAN CITY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Excepting the following described real property, to wit:

Beginning at the most Northwesterly corner of Block 4 of Pelican City, Oregon and running thence South  $10^{\circ} 20'$  East along the Easterly right of way line of Lakeport Boulevard a distance of 93 feet to a point; thence North  $79^{\circ} 40'$  East a distance of 79 feet to a point; thence North  $10^{\circ} 20'$  West parallel to the Easterly right of way line of Lakeport Boulevard a distance of 47 feet to a point; thence North  $79^{\circ} 40'$  East a distance of 59.98 feet to a point which lies on the line between Lots 3 and 4 of Pelican City, Oregon; thence Northerly along the line between Lots 3 and 4 of Block 4 of Pelican City, Oregon, a distance of 46 feet to the most Northeasterly corner of Lot 4, Block 4 of Pelican City, Oregon; thence South  $79^{\circ} 40'$  West along the Southerly right of way line of Pelican Bay Street a distance of 137.79 feet, more or less to the point of beginning, said tract being a portion of Lots 4, 5, and 6 of Block 4 of Pelican City, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 10:

Beginning at the most Northwesterly corner of Block 4 of Pelican City, Oregon and running thence South  $10^{\circ} 20'$  East along the Easterly right of way line of Lakeport Boulevard a distance of 93 feet to a point; thence North  $79^{\circ} 40'$  East a distance of 79 feet to a point; thence North  $10^{\circ} 20'$  West parallel to the Easterly right of way line of Lakeport Boulevard a distance of 47 feet to a point; thence North  $79^{\circ} 40'$  East a distance of 59.98 feet to a point which lies on the line between Lots 3 and 4 of Pelican City, Oregon; thence Northerly along the line between Lots 3 and 4 of Block 4 of Pelican City, Oregon, a distance of 46 feet to the most Northeasterly corner of Lot 4, Block 4 of Pelican City, Oregon; thence South  $79^{\circ} 40'$  West along the Southerly right of way line of Pelican Bay Street a distance of 137.79 feet, more or less to the point of beginning, said tract being a portion of Lots 4, 5, and 6 of Block 4 of Pelican City, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 11: (522 Pelican Bay Street)

Lots 1, 2 and 3 in Block 4, PELICAN CITY, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.