

2017-001763

Klamath County, Oregon

02/21/2017 10:03:01 AM

Fee: \$97.00



Recording requested by
and when recorded return to:

Cahill Gordon & Reindel LLP
80 Pine Street, 17th Floor
New York, NY 10005
Attention: Thomas Charbonneau, 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 MATURI-
TY DATE, IS JULY 1, 2022.

THIS FIRST AMENDMENT TO FIRST LIEN TRUST DEED, AS-
SIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE
FILING (this "Amendment") is dated as of February 16, 2017 (the "Effective Date"), by
JW INTERNATIONAL HOLDINGS, INC., a Nevada corporation, whose address is
6100 Neil Road, Suite 500, Reno, NV 89511, as grantor, assignor and debtor (the "Gran-
tor"), 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.

RECITALS:

A. Grantor previously executed and delivered to Beneficiary that cer-
tain First Lien Trust Deed, Assignment of Leases and Rents, Security Agreement and Fix-
ture Filing dated as of January 21, 2016 and recorded on January 21, 2016, as instrument
number 2016-000611 in the Official Records of the County of Klamath, State of Oregon
(the "Existing Deed of Trust"), 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**.

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

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that certain Term Loan Credit Agreement dated as of October 15, 2014, as more fully described in the Existing Deed of Trust (the "Original Credit Agreement"), as amended by that certain Amendment No. 1 dated as of July 1, 2015 ("Amendment No. 1"; the Original Credit Agreement as amended by Amendment No. 1, 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, including any modification changing the amount, the interest rate or other terms of the Credit or the Secured Obligations.

C. Grantor and Beneficiary have amended the Existing Credit Agreement pursuant to the terms and conditions of that certain Amendment No. 2, dated as of November 1, 2016 (the "Credit Agreement Amendment"). The Credit Agreement Amendment reconfirms the Existing Credit Agreement and provides for, among other things, certain amendments to the Existing Credit Agreement including (i) permitting the Replacement Term B-2 Lenders (as defined in the Credit Agreement Amendment) to make Replacement Term B-2 Loans (as defined in the Credit Agreement Amendment) in an aggregate principal amount not to exceed \$78,871,998.55, (ii) permitting the Incremental Term B-2 Lenders (as defined in the Credit Agreement Amendment) to make Incremental Term B-2 Loans (as defined in the Credit Agreement Amendment) in an aggregate principal amount not to exceed \$375,000,000, (iii) reducing the interest rate, and (iv) making 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 Existing 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.

AGREEMENT:

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, with or without record notice of such amendment, amendment and restatement, supplementation, extension, renewal or other modification refinancing or replacement.

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

3. Confirmation and Ratification of Existing Deed of Trust.

Except as modified by this 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. For the avoidance of doubt, Grantor reaffirms the grant set forth in the Existing Deed of Trust of all security interests in its right, title and interest in the Trust Property as set forth in the Existing Deed of Trust, to secure the Secured Obligations. 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.

4. No Change in Deed of Trust Priority.

4.1. 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 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.

4.2. *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 4.

4.3. *Interaction with Loan Documents.* Nothing in this Section 4 shall be deemed to limit or waive any restrictions or prohibitions on transfers and/or junior liens set forth in the Loan Documents.

4.4. *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, refinancing, 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.

5. Credit Agreement Amendment.

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

6. 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.

7. 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.

8. GOVERNING LAW.

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

9. Counterparts.

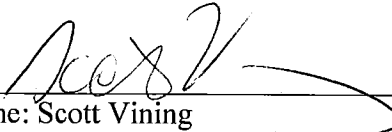
This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Amendment as of the Effective Date.

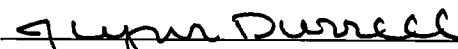
GRANTOR

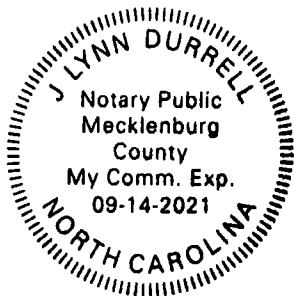
JELD-WEN, Inc., a Delaware corporation (formerly known as JELD-WEN, inc., an Oregon corporation)

By: 
Name: Scott Vining
Title: Senior Vice President

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG) s.s.

This record was acknowledged before me on February 14, 2017, by Scott Vining, as the Senior Vice President of JELD-WEN, Inc., a Delaware corporation (formerly known as JELD-WEN, inc., an Oregon corporation).

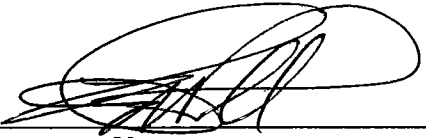

Notary Public – State of North Carolina



IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Amendment as of the Effective Date.

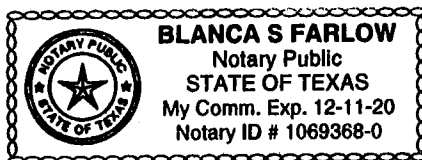
BENEFICIARY

BANK OF AMERICA, N.A., in its capacity as Administrative Agent

By: 
Name: Henry Pennell
Title: Vice President

STATE OF TEXAS)
COUNTY OF DALLAS) ss.

This record was acknowledged before me on January 31, 2017, by HENRY PENNELL, as the VICEPRESIDENT of BANK OF AMERICA, N.A., in its capacity as Administrative Agent.



Blanca S. Farlow
Notary Public – State of ~~Oregon~~
TEXAS

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 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.