

AMERICAN  
MTC TITLE

2017-001764

Klamath County, Oregon

02/21/2017 10:10:01 AM

Fee: \$132.00

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.

**SECOND 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 SECOND 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  
JELD-WEN, Inc, a Delaware corporation (formerly known as JELD-WEN, inc., an Ore-  
gon corporation), as grantor, assignor and debtor (the "Grantor"), with an address at 440  
S. Church Street, Charlotte, North Carolina 28202, 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 associ-  
ation, 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, as-  
signee and secured party (in such capacities and together with any successors in such ca-  
pacities, 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 February 17, 2015 and recorded on February 19, 2015, as instru-  
ment number 2015-001496 in the Official Records of the County of Klamath, State of  
Oregon (the "Original Deed of Trust"), as amended by that certain First Amendment to  
First Lien Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture  
Filing executed as of September 21, 2015 and effective as of September 28, 2015, and  
recorded on September 29, 2015, as instrument number 2015-010712 in the Official Rec-  
ords of the County of Klamath, State of Oregon (the "First Amendment"), as modified by

1/24/17

that certain Partial Reconveyance dated January 22, 2016 and recorded on January 22, 2016, as instrument number 2016-000661 in the Official Records of the County of Klamath, State of Oregon (the "First Partial Reconveyance"), and as further modified by that certain Partial Reconveyance dated October 31, 2016 and recorded on October 31, 2016, as instrument number 2016-011573 in the Official Records of the County of Klamath, State of Oregon (the "Second Partial Reconveyance"; the Original Deed of Trust, as amended by the First Amendment, as modified by the First Partial Reconveyance, and as further modified by the Second Partial Reconveyance, 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 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.

## 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 "Grantor." Whenever referred to herein or in the Existing Deed of Trust, as amended by this Amendment, "Grantor" shall mean JELD-WEN, Inc., a Delaware corporation (formerly known as JELD-WEN, inc., an Oregon corporation), as the same may be further amended, and the successors and assigns of JELD-WEN, Inc., a Delaware corporation. The First Amendment erroneously identified the Grantor as "JELD-WEN, inc., an Oregon corporation," rather than as "JELD-WEN, inc., a Delaware corporation," therefore, the First amendment is hereby amended to refer to the grantor thereon as "JELD-WEN, inc., a Delaware corporation."

1.4. 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 Original Deed of Trust of all security interests in its right, title and interest in the Trust Property as set forth in the Original 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, 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.

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 ORIGINAL DEED OF TRUST.

9. Counterparts.

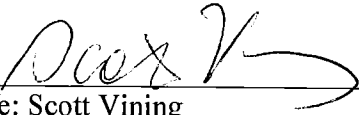
This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

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

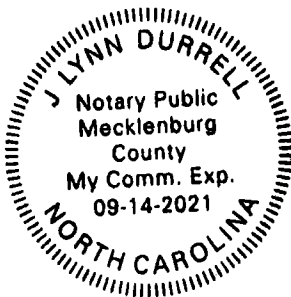
**GRANTOR**

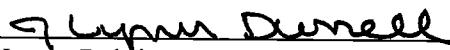
**JELD-WEN, Inc., a Delaware corporation (formerly known as JELD-WEN, inc., an Oregon corporation)**

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.

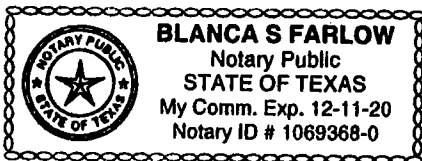
**BENEFICIARY**

**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 VICE PRESIDENT 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: (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 stake 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: (3726 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° 20' East along the Easterly right of way line of Lakeport Boulevard a distance of 93 feet to a point; thence North 79° 40' East a distance of 79 feet to a point; thence North 10° 20' West parallel to the Easterly right of way line of Lakeport Boulevard a distance of 47 feet to a point; thence North 79° 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° 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° 20' East along the Easterly right of way line of Lakeport Boulevard a distance of 93 feet to a point; thence North 79° 40' East a distance of 79 feet to a point; thence North 10° 20' West parallel to the Easterly right of way line of Lakeport Boulevard a distance of 47 feet to a point; thence North 79° 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° 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.**

**LESS and EXCEPT that land released by means of Partial Reconveyance recorded January 22, 2016 as Instrument No. 2016-000661 and Partial Reconveyance recorded October 31, 2016 as Instrument No. 2016-011573**