

**2020-011814**

**Klamath County, Oregon**

**09/17/2020 10:46:01 AM**

**Fee: \$147.00**

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**McDermott Will & Emery LLP  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606  
Attention: David R. Neville**

*(Space Above For Recorder's Use Only)*

**LINE OF CREDIT INSTRUMENT**

**SECOND 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

**WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent for and on behalf of the Lenders,  
as Beneficiary,**

relating to premises in:

**Klamath County, Oregon**

**Dated as of September 10, 2020**

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 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 as provided in the Amended Credit Agreement.

**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.

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

THIS SECOND MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Modification") is made as of September 10, 2020, 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 WELLS FARGO BANK, NATIONAL ASSOCIATION, with offices at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, 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, General Electric Company, as successor by merger to General Electric Capital Corporation, Beneficiary's predecessor in interest, 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 (as amended from time to time, 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, Borrowers and Lenders entered into that certain Amended and Restated Credit Agreement dated June 4, 2013 (together with any and all renewals, amendments, modifications, supplements, restatements, amendments and restatements, extensions for any period, or increases or rearrangements thereof, as further set forth herein below and as may subsequently occur from time to time, the "Amended Credit Agreement"), which amended and restated the Original Credit Agreement in its entirety and, in connection therewith, Borrowers and Lenders amended the Deed of Trust pursuant to that certain Modification of Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded with the Klamath County, Oregon Clerk on August 13, 2013 as Doc. No. 2013-009287;

WHEREAS, Borrowers and Lenders have amended the Amended Credit Agreement from time to time, including pursuant to the First Amendment to Amended and Restated Credit Agreement and Security Agreement dated as of November 26, 2014, the Second Amendment to Amended and Restated Credit Agreement dated as of October 9, 2015, the Third Amendment to Amended and Restated Credit Agreement and Other Loan Documents dated as of February 26, 2016, and the Joinder and Amendment to Certain Loan Documents dated as of October 24, 2016,

the Fourth Amendment to Amended and Restated Credit Agreement and other Loan Documents dated as of October 31, 2018, the Fifth Amendment to Amended and Restated Credit Agreement dated as of December 2, 2019, the Sixth Amendment to Amended and Restated Credit Agreement dated as of March 31, 2020, the Seventh Amendment to Amended and Restated Credit Agreement dated as of July 3, 2020, and the Eighth Amendment to Amended and Restated Credit Agreement and Other Loan Documents dated as of September 10, 2020 (the "Eighth Amendment");

WHEREAS, the Deed of Trust was assigned by General Electric Company, as successor by merger to General Electric Capital Corporation, to Wells Fargo Bank, National Association, pursuant to that certain Assignment of Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June 14, 2016 and recorded with the Klamath County, Oregon Clerk on August 1, 2016 as Doc. No. 2016-008149;

WHEREAS, pursuant to the Eighth Amendment, the parties hereto enter into this Modification to confirm the modification of the Notes, Loans and other Obligations as provided in the Eighth Amendment, 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 or the Deed of Trust as the case may be.

#### 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. Grantor hereby acknowledges and confirms (a) the amendment and extension of the Notes and Loans as set forth in the Eighth Amendment, (b) that neither this Modification nor the Eighth Amendment 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 Eighth Amendment, 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 Eighth Amendment, 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 Eighth Amendment, 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 Eighth Amendment, and as they may be subsequently amended, modified, restated, renewed, supplemented, amended and restated, extended, increased or rearranged from time to time. 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 the Commitment Termination Date as set forth in the Eighth Amendment, and as they may be subsequently amended, modified, restated, renewed, supplemented, amended and restated, extended, increased or rearranged from time to time. The amendments to the Notes and Loans as set forth in the Eighth Amendment 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 Incorporation of Amended Credit Agreement. The terms of the Amended Credit Agreement, including the Eighth Amendment, are incorporated herein by reference as though fully set forth herein. 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.

1.5 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.

1.6 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 Parker  
Title: Vice President

STATE OF NC )  
COUNTY OF Guilford ) SS:

ON Sept 8, 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICHARD 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: 7/18/21



**BENEFICIARY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: *Zachary S. Buchanan*  
Name: Zachary S. Buchanan  
Title: Duly Authorized Signatory

STATE OF GA )  
COUNTY OF Cobb ) SS:

ON: Sept 8, 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ZACHARY S. BUCHANAN, 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 *B Moseley*  
(SEAL)

MY COMMISSION EXPIRES: 8/2/2022

B Moseley  
NOTARY PUBLIC  
Cobb County, GEORGIA  
My Commission Expires  
08/02/2022

**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.