

403223AM

  
**AmeriTitle**  
MTC

**2020-011817**

**Klamath County, Oregon**

09/17/2020 11:03:01 AM

Fee: \$142.00

**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**

**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.

**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 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 Amended Credit Agreement (as hereinafter defined), and Grantor and certain of its affiliates (collectively, "Borrowers") 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"), and in connection therewith, 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 June 26, 2013, 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 with the Klamath County, Oregon Clerk on June 28, 2013 as Instrument No. 2013-007416;

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 April 18, 2017 as Instrument No. 2017-003988;

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

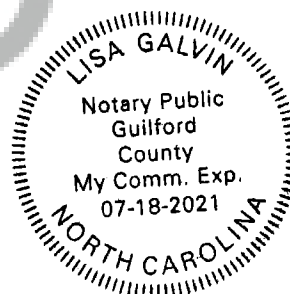
STATE OF NC )  
COUNTY OF Guilford ) SS:

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 \_\_\_\_\_  
(SEAL)

MY COMMISSION EXPIRES: 8/2/2022

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

That part of the South 10 acres of the NW1/4 NE1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Westerly of the Westerly line of The Klamath Falls-Weed Highway.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its Department of Transportation, Highway Division, as evidenced by Warranty Deed, recorded March 10, 1992 in Volume M92, page 5035, Microfilm Records of Klamath County, Oregon, more particularly described as follows:

Beginning at Engineer's center line Station 247+76.35, said station being 12,553.26 feet North and 905.45 feet West of the Southeast corner of Section 19, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 20° 35' 30" West 255.81 feet; thence on a spiral curve left (the long chord of which bears South 19° 33' West 499.93 feet) 500 feet; thence on an 4583.66 foot radius curve left (the long chord of which bears South 1 degree 51' 25.5" West 2466.75 feet) 2497.53 feet; thence on a spiral curve left (the long chord of which bears South 15° 50' 09" East 499.93 feet) 500 feet; thence South 16° 52' 39" East 1878.54 feet; thence on a spiral curve right (the long chord of which bears South 14° 52' 40" East 599.71 feet) 600 feet; thence on a 2864.79 foot radius curve right (the long chord of which bears South 6° 02' 16.5" East 483.38 feet) 483.96 feet; thence on a spiral curve right (the long chord of which bears South 2° 48' 07" West 599.71 feet) 600 feet; thence South 4° 48' 06" West 4533.62 feet; thence on a spiral curve right (the long chord of which bears South 6° 11' 26" West 499.88 feet) 500 feet; thence on a 3437.75 foot radius curve right (the long chord of which bears South 21° 14' 22" West 1461.30 feet) 1472.53 feet; thence on a spiral curve right (the long chord of which bears South 36° 17' 18" West 499.88 feet) 500 feet; thence South 37° 40' 38" West 2079.02 feet to Engineer's center line Station 411+77.36.