

This instrument prepared by, and when recorded return to:

Latham & Watkins LLP 885 Third Avenue New York, New York 10022 Attn: Sara Aziz, Esq. 2020-012730

Klamath County, Oregon 10/05/2020 03:09:01 PM

Fee: \$102.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF PARI PASSU INTERCREDITOR AGREEMENT

This Memorandum of Pari Passu Intercreditor Agreement (this "Memorandum") is made this ______ day of _______, 2020.

All references to the "Intercreditor Agreement" shall mean that certain Pari Passu Intercreditor Agreement, dated as of May 4, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time), by and among JELD-WEN HOLDING, INC., a Delaware corporation, JELD-WEN, INC., a Delaware corporation (the "Company"), the other Grantors from time to time party thereto, BANK OF AMERICA, N.A., as Administrative Agent for the Credit Agreement Secured Parties (each as defined therein) (in such capacity and together with its successors in such capacity, the "Credit Agreement Collateral Agent"), Bank of America, N.A., as Authorized Representative for the Credit Agreement Secured Parties, WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for the Initial Additional Secured Parties (as defined therein) (in such capacity and together with its successors in such capacity, the "Notes Collateral Agent"), WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee under the Initial Additional Agreement and as Authorized Representative for the Initial Additional Secured Parties (as defined therein), and each additional Collateral Agent and Authorized Representative from time to time party thereto for the other Additional Secured Parties of the Series with respect to which it is acting in such capacity. Capitalized terms used but not defined herein shall have the meanings given to them in the Intercreditor Agreement.

1. This Memorandum shall serve as notice of the terms contained in the Intercreditor Agreement including, among other things that pursuant to, and in accordance with and subject to the terms of the Intercreditor Agreement, that liens and interests granted under that certain First Lien Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of <u>October</u>, 2020, and being submitted for recording contemporaneously with this document in the Official Records of the County of Klamath, State of Oregon, are pari passu in nature and equal to liens and interests granted under that certain First Lien Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 21, 2016, recorded on January 21, 2016

as instrument number 2016-000611 in the Official Records of the County of Klamath, State of Oregon, as modified by that certain First Amendment to First Lien Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of February 16, 2017, recorded on February 21, 2017 as instrument number 2017-001763 in the Official Records of the County of Klamath, State of Oregon, as further modified by that certain Second Amendment to First Lien Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 12, 2018, recorded on April 16, 2018 as instrument number 2018-004568 in the Official Records of the County of Klamath, State of Oregon, as further modified by that certain Third Amendment to First Lien Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of February 10, 2020, recorded February 18, 2020 as instrument number 2020-002013 in the Official Records of the County of Klamath, State of Oregon.

2. All notices, requests, demands or other communications hereunder and under the Intercreditor Agreement shall be in writing and shall be delivered personally or by reputable express courier service addressed to the relevant party hereto at the address stated below or at any other address notified by the party to the other as its address for purposes of this Agreement. Any communication so given personally and any notice so given by express courier service shall be deemed to have been delivered on the date of receipt of the intended recipient. As proof of such delivery it shall be sufficient to produce a receipt showing personal service or the receipt of a reputable courier company showing the correct address of the addressee.

If to the Credit Agreement Collateral Agent or to the Administrative Agent:

Bank of America, N.A. 2380 Performance Drive, Bldg. C TX2-984-03-26

Richardson, Texas 75082 Attn: Henry Pennell

Telecopy: (214) 290-9448
Telephone: (214) 209-1226
Email: henry.pennell@bofa.com

with a copy to:

Bank of America, N.A. 620 S. Tryon Street, 17th Floor NC1-030-25-02 Charlotte, North Carolina 28255 Attn: Jeffrey Hafkey Email: jeffrey.e.hafkey@bofa.com

If to the Notes Collateral Agent or the Initial Additional Authorized Representative:

Wilmington Trust, National Association 1100 North Market Street Wilmington, DE 19890

Attention: Jeld-Wen, Inc. Notes Administrator

Facsimile: (302) 636-4145

3. This Memorandum is intended to be recorded in the Official Records of the County of Klamath, State of Oregon.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

BANI	K OF AM	ERICA, N.A.,
as Cre	edit Agreer	nent Collateral Agent
By:	5	
•	Name:	Henry Pennell
	Title:	Vice President

STATE OF Texas)
COUNTY OF DAllas
On the 15th day of feetenber in the year 2020, before me, the
undersigned, personally appeared teny Pennell, personally known to me
or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the
individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Notes Collateral Agent

By:		78
•	Name:	Jane Schweiger Vice President
	Title:	AICE LI CAMOUR

STATE OF MINNESOTA)

: SS.:

COUNTY OF HENNEPIN

On the ______ day of ______ September in the year _______ personally known to me undersigned, personally appeared _______ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the

individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Rublic

JEFFERY T ROSE NOTARY PUBLIC - MINNESOTA My Commission Expires January 31, 2025