

Return to:

**Amelina**

373854AM

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 1 day of October, 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 October 1, 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](mailto: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](mailto: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.

**BANK OF AMERICA, N.A.,**  
as Credit Agreement Collateral Agent

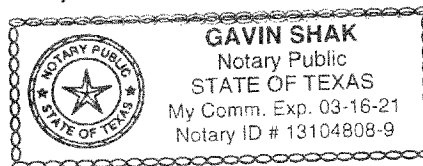
By: 

Name: **Henry Pennell**  
Title: **Vice President**

STATE OF Texas )  
: SS.:  
COUNTY OF Dallas )

On the 15<sup>th</sup> day of September in the year 2020, before me, the undersigned, personally appeared Henry 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.

  
Notary Public



WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Notes Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
**Jane Schweiger**  
**Vice President**

STATE OF MINNESOTA)

: SS.:

COUNTY OF HENNEPIN)

On the 11<sup>th</sup> day of September in the year 2020, before me, the undersigned, personally appeared Jane Schweiger, 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 Public

