

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

A.P.N. 1320-04-001-001

2003 SEP 15 PM 4:33

RECORDING REQUESTED BY  
AND WHEN RECORDED, RETURN TO:

WERNER CHRISTEN  
RECORDER

Wells Fargo Bank, N.A.  
420 Montgomery Street, 9th Floor  
San Francisco, CA 94104  
Attn: Thomas (Max) Gloger

\$25<sup>00</sup> PAID *KJ* DEPUTY

80342-99

**SECOND AMENDMENT TO DEEDS OF TRUST**

THIS SECOND AMENDMENT TO DEEDS OF TRUST (this "Second Amendment"), dated as of August 29, 2003 is entered into by and between:

- (1) BMC West Corporation, a Delaware corporation (the "Trustor"); and
- (2) Wells Fargo Bank, N.A., as agent under the Credit Agreement, as defined below (the "Administrative Agent" or the "Beneficiary").

**RECITALS**

A. Pursuant to that certain Credit Agreement dated as of November 30, 1999, which was subsequently amended and restated pursuant to that certain Amended and Restated Credit Agreement, dated as of August 30, 2001 (collectively and as amended, restated or otherwise modified through the date hereof, the "Original Credit Agreement"), by and among, inter alia, the Trustor and the Administrative Agent, individually and as agent for the financial institutions which are a party thereto (the "Original Lenders"), Holdings, in its capacity as a borrower, obtained a line of credit consisting of term and revolving loans and a letter of credit subfacility in a maximum principal amount not to exceed \$300,000,000.00.

B. The Trustor and the Administrative Agent, as successor-in-interest agent, concurrently with the execution of this Second Amendment, will (together with certain other parties thereto) (i) amend and restate the Original Credit Agreement pursuant to that certain Credit Agreement to be dated as of August 13, 2003, among (a) Holdings, (b) the Trustor, and certain other affiliates of Holdings, as guarantors, (c) the Lenders and (d) Wells Fargo Bank, N.A., as letter of credit issuing bank and swingline bank, as administrative agent for the Lenders and as lead arranger of the credit facilities described therein (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) increase the Aggregate Commitment available under the Credit Agreement to \$350,000,000.00.

C. In addition, the Trustor and Bank of America, N.A., as agent for the Original Lenders, are parties to those certain Deeds of Trust listed on Schedule A attached hereto, and the Trustor and the Administrative Agent, as successor-in-interest agent, are parties to those certain

First Amendments to Deeds of Trust listed on said Schedule A (collectively, the "Deeds of Trust").

D. In connection with the Credit Agreement, the Trustor and the Administrative Agent have agreed to amend each of the Deeds of Trust as provided for herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trustor and the Administrative Agent hereby agree as follows:

1. **Definitions, Interpretation.** All capitalized terms defined above and elsewhere in this Second Amendment shall be used herein as so defined. Unless otherwise defined herein, all other capitalized terms used herein shall have the respective meanings given to those terms in Section 1.01 to the Credit Agreement.

2. **Amendment to Deeds of Trust.** The Deeds of Trust are hereby amended by amending and restating Subsection 1.2(a) of each Deed of Trust to read in its entirety as follows:

"(a) Payment of all obligations at any time owing under that Credit Agreement dated as of August 13, 2003, (as amended, restated or otherwise modified from time to time, the "Credit Agreement") owed by Trustor in the maximum stated principal amount of *Three Hundred Fifty Million Dollars* (\$350,000,000.00) to the Lenders and bearing a final maturity of August 21, 2010; and"

3. **Amendment of Defined Term.** All references to the word "Banks" in the Deeds of Trust are hereby amended to be "Lenders".

4. **Effective Date.** The amendments effected by Paragraph 2 and Paragraph 3 above shall become effective on the "Effective Date" as defined in the Credit Agreement, subject to satisfaction of the conditions set forth therein.

5. **Effect of this Amendment.** On and after the Effective Date, each reference in the Deeds of Trust and the other Loan Documents shall mean the Deeds of Trust as amended hereby. Except as specifically amended above, (a) the Deeds of Trust shall remain in full force and effect and are hereby ratified and affirmed and (b) the execution, delivery and effectiveness of this Second Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power, or remedy of the Trustor or the Administrative Agent, nor constitute a waiver of any provision of the Deeds of Trust.

6. **Miscellaneous.**

(a) **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall

constitute one and the same instrument. The signature page and acknowledgment of any counterpart may be removed therefrom and attached to any other counterpart to evidence execution thereof by all of the parties hereto without affecting the validity thereof.

(b) Headings. Headings in this Second Amendment are for convenience of reference only and are not part of the substance hereof.

(c) Governing Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State which governs the applicable Deed of Trust, without reference to conflicts of law rules.

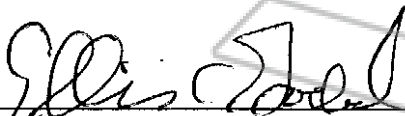
[The signature page follows.]

DRAFT

IN WITNESS WHEREOF, the Trustor and the Administrative Agent have caused this Second Amendment to be executed as of the day and year first above written.

**TRUSTOR:**

**BMC WEST CORPORATION,  
a Delaware corporation**

By:   
Name: ELLIS C. GOEBEL  
Title: Senior Vice President-Finance

**ADMINISTRATIVE AGENT  
AND BENEFICIARY:**

**WELLS FARGO BANK, N.A.**

By: \_\_\_\_\_  
Name: Thomas Gloger  
Title: Assistant Vice President

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN FRANCISCO )

ss.

On August 20, 2003 before me, Nanette Nazario Damian, Notary Public, personally appeared ELLIS C. GOEBEL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Nanette Nazario Damian  
Signature of the Notary

[SEAL]

IN WITNESS WHEREOF, the Trustor and the Administrative Agent have caused this Second Amendment to be executed as of the day and year first above written.

**TRUSTOR:**

**BMC WEST CORPORATION,  
a Delaware corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADMINISTRATIVE AGENT  
AND BENEFICIARY:**

**WELLS FARGO BANK, N.A.**

By: *Thomas Gloger*  
Name: Thomas Gloger  
Title: Assistant Vice President  
*mc*

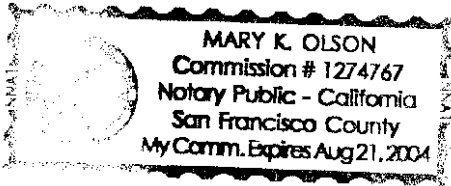
**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

On August 19, 2003 , before me, Mary K. Olson, Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Thomas Gloger  
Name of Signer(s)

personally known to me – **OR** –  proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary K. Olson  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual		
<input checked="" type="checkbox"/> Corporate Officer		
<u>Assistant Vice President</u>		
	<small>Title(s)</small>	<small>Title or Type of Document</small>
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited	
	<input type="checkbox"/> General	
<input type="checkbox"/> Attorney-In-Fact		<small>Number of Pages</small>
<input type="checkbox"/> Trustee(s)		
<input type="checkbox"/> Guardian/Conservator		<small>Date of Document</small>
<input type="checkbox"/> Other:		
Signer is Representing: Name of Person(s) or Entity(ies) <u>Wells Fargo Bank, N.A.</u>		<small>Signer(s) Other Than Named Above</small>

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**SCHEDULE A**

**LIST OF DEEDS OF TRUST HEREBY AMENDED**

<u>Deed of Trust</u>	<u>County, State</u>	<u>Recording No.:</u>
Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 13, 1999.  First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.  (1330 N. Maple Avenue, Fresno)	Fresno, CA	1999-0177015  2001-0125536
Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 10, 1999.  First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.  (398 West 16th Street, Merced)	Merced, CA	44754  Book 3947  Page 214  37852
Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 10, 1999.  First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.  (4237 Murphy Road, Modesto)	Stanislaus, CA	1999-0114685-00  2001-0102125
Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 10, 1999.  First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 31, 2001.  (6400 Arapahoe, Boulder)	Boulder, CO	2005488  2191768



<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 15, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 31, 2001.</p> <p>(7150 Hwy 82 formerly 4150 Marand, Glenwood Springs)</p>	<p>Garfield, CO</p>	<p>556677</p> <p>1281-75</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 10, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(1232 Bergen, Evergreen)</p>	<p>Jefferson, CO</p>	<p>F0989182</p> <p>F1309389</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 10, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(2100 East Prospect, Ft. Collins)</p>	<p>Larimer, CO</p>	<p>0099103700</p> <p>2001076674</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 15, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 31, 2001.</p> <p>(38005 Highway 82, Aspen)</p>	<p>Pitkin, CO</p>	<p>438600</p> <p>458163</p>

SCHEDULE A  
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<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 13, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(1241 Denver Avenue, Ft. Lupton)</p>	<p>Weld, CO</p>	<p>2738002</p> <p>2879303</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 13, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(500 27th Street, Greeley)</p>	<p>Weld, CO</p>	<p>2738003</p> <p>2879302</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 9, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(11670 West Franklin Road, Boise)</p>	<p>Ada, ID</p>	<p>99117584</p> <p>101088985</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999, recorded on December 10, 1999, and re-recorded on December 17, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(1425 North Holmes Avenue, Idaho Falls)</p>	<p>Bonneville, ID</p>	<p>1012780</p> <p>Re-recorded as 1013273</p> <p>1056466</p>

<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 10, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(3715 Bombardier, Idaho Falls)</p>	<p>Bonneville, ID</p>	<p>1012779</p> <p>1056465</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 9, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(119 Russell St., Missoula)</p>	<p>Missoula, MT</p>	<p>199932237</p> <p>Book 603</p> <p>Page 1412</p> <p>200121528</p> <p>Book 667</p> <p>Page 480</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 9, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(2901 Broadway, Missoula)</p>	<p>Missoula, MT</p>	<p>199932238</p> <p>Book 603</p> <p>Page 1437</p> <p>200121528</p> <p>Book 667</p> <p>Page 480</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 9, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(2811 Latimer, Missoula)</p>	<p>Missoula, MT</p>	<p>199932239</p> <p>Book 603</p> <p>Page 1462</p> <p>200121528</p> <p>Book 667</p> <p>Page 480</p>

<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999, recorded on December 10, 1999, and re-recorded on February 7, 2000.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(2587 Business Parkway, Minden)</p>	<p>Douglas, NV</p>	<p>482327</p> <p>Book 1299</p> <p>Page 1852</p> <p>Re-recorded as 485948</p> <p>Book 0801</p> <p>Page 8538</p> <p>521728</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 9, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(7963 South 1530 West, West Jordan)</p>	<p>Salt Lake, UT</p>	<p>7530120</p> <p>Book 8328</p> <p>Page 5278</p> <p>7989037</p>
<p>Deed of Trust With Security Agreement, Assignment of Rents and Fixture Filing, dated as of December 3, 1999 and recorded on December 9, 1999.</p> <p>First Amendment to Deed of Trust and Notice of Change of Named Beneficiary, dated as of August 30, 2001 and recorded on August 30, 2001.</p> <p>(117 South 1600 West, Orem)</p>	<p>Utah, UT</p>	<p>127440</p> <p>Book 5294</p> <p>Page 545</p> <p>87383-2001</p>