

Alan Spriggs, Summit County Utah Recorder

04/18/2011 11:22:30 AM Fee \$30.00

By Bonneville Superior Title Company - Layton

Electronically Recorded

After recording Return To:

Buchanan Ingersoll & Rooney PC

Two Liberty Place

50 S. 16th Street, Suite 3200

Philadelphia, PA 19103

Attn: Edward A. McMerty, III, Esquire

148474

Property Tax Parcel Account Number(s):

SCO-A-2A-AM and

SCO-A-2A-AM-IMP

THIS FIRST MODIFICATION OF DEED OF TRUST, FIXTURE FILING SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Modification") is made and entered into this 5th day of April, 2011 by and among **TRIUMPH GEAR SYSTEMS, INC.**, a Delaware corporation ("Grantor"), with an address c/o Triumph Group, Inc., 1550 Ridge Drive, Suite 100, Wayne, PA 19087, Attention M. David Kornblatt, **BONNEVILLE SUPERIOR TITLE COMPANY, INC.**, a Utah corporation, as Trustee (the "Trustee"), with an address at 606 West 3rd Avenue, Spokane, WA 99201, Attention: David Chromy, and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as the beneficiary (the "Beneficiary") with an address at 1600 Market Street, 21st Floor, Philadelphia, PA 19103, in its capacity as (i) the Administrative Agent pursuant to that certain Amended and Restated Credit Agreement (as defined herein) and as (ii) the Collateral Agent pursuant to that certain Amended and Restated Collateral Agency Agreement (as defined herein).

Recitals

A. As of June 16, 2010, Grantor executed and delivered to the Trustee, in trust, a certain Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents (the "Deed of Trust"), which Deed of Trust granted a first priority lien on, and granted a security interest on and in, certain parcels of land and the buildings and other improvements thereon, situate in Summit County, State of Utah, which real property is more particularly described on Exhibit A attached hereto and made a part hereof by this reference.

B. The Deed of Trust was recorded in Summit County, Utah on July 2, 2010 as Instrument Number 00902266 at Book 2038, Page 1569.

C. The Deed of Trust was delivered by Grantor to secure the payment and performance of the Obligations (as defined in the Deed of Trust) including, but not limited to, the indebtedness evidenced by certain revolving credit notes and a swing loan note (collectively, the "Prior Notes") given by Grantor and the other borrowers pursuant to the Original Credit Agreement (as defined below).

D. Pursuant to a certain Amended and Restated Credit Agreement, dated as of April 5, 2011 by and among Grantor, as a borrower, the other borrowers party thereto, PNC Bank, National Association as the Administrative Agent and the Lenders party thereto (as the same may be amended, restated, modified or supplemented from time to time, the "Amended and Restated Credit Agreement"), which amended and restated that certain Credit Agreement, dated as of May 10, 2010 by and among Grantor, as a borrower, the other borrowers party thereto, PNC Bank, National Association, as the Administrative Agent, and the Lenders party thereto, as amended by that certain First Amendment to Credit Agreement dated as of June 16, 2010 and that certain Second Amendment to Credit Agreement dated as of August 31, 2010 (as amended, the "Original Credit Agreement"), the maximum principal amount of the Loans was increased from Five Hundred Thirty-Five Million and 00/100 Dollars (\$535,000,000.00) to Eight Hundred Fifty Million and 00/100 Dollars (\$850,000,000.00) (the "Loan Increase").

E. In conjunction with the Amended and Restated Credit Agreement, the Prior Notes were amended and restated (the "Amended and Restated Notes"), and the parties delivered additional Revolving Credit Notes and an Optional Currency Swing Loan Note (as defined in the Amended and Restated Credit Agreement) (collectively, the "New Notes") to reflect the Loan Increase (the Amended and Restated Notes and the New Notes are collectively referred to herein as the "Notes").

F. Grantor acknowledges that the Notes are among Grantor's liabilities, duties and obligations under the Amended and Restated Credit Agreement; and Grantor further acknowledges that the Deed of Trust continues to secure Grantor's liabilities, duties and obligations under the Original Credit Agreement, including, among other things, Grantor's obligations under the Prior Notes.

G. It is the intention of each party hereto that neither the execution nor delivery of, nor anything set forth in the Amendment shall be construed in any manner to affect the validity, enforceability or priority of the Deed of Trust, or the liens and security interests created thereby, and that the Deed of Trust shall remain valid, effective and in force.

NOW, THEREFORE, in consideration of the Amended and Restated Credit Agreement, and intending to be legally bound hereby, Grantor covenants and agrees as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference as if set forth in full.
2. Use of Capitalized Terms. All capitalized terms used in this Modification, but not defined herein, shall have the meanings set forth in the Amended and Restated Credit Agreement.
3. Title Page Legend. The notice on the title page of the Deed of Trust is hereby amended and restated in its entirety as follows:

"THIS DEED OF TRUST is subject to the terms and provisions of the Amended and Restated Collateral Agency Agreement, dated as of April 5, 2011 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), among PNC Bank, National Association, Brown Brothers Harriman & Co, and the other parties thereto from time to time."

4. Definition of "Credit Agreement". Paragraph A of the Background section of the Deed of Trust is hereby amended and restated in its entirety as follows:

"A. Pursuant to that certain Amended and Restated Credit Agreement, dated as of April 5, 2011, between Triumph Group, Inc., as a borrower (the "Parent"), the other borrowers party thereto from time to time (together with the Parent, the "Borrowers"), the banks and other financial institutions or entities from time to time party thereto (the "Lenders") and Beneficiary, as administrative agent (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein."

5. Definition of "Obligations". The first paragraph of Granting Clauses section of the Deed of Trust is hereby amended and restated in its entirety as follows:

"For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees that to secure the payment of (i) the Obligations (as defined in the Credit Agreement), (ii) the Specified IDB Obligations (as defined in the Credit Agreement), and (iii) all other obligations and liabilities of Grantor which may arise under or in connection with the Credit Agreement or any other Loan Document, any Bank-Provided Hedge or any Other Bank Provided Financial Service Product, in each case whether on account of payment obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to Beneficiary or to any Secured Party that are required to be paid by Beneficiary pursuant to the terms of this Security Instrument or any other Loan Document (collectively, the "Obligations")."

6. Ratification of Deed of Trust. Except as modified by this Modification, all terms, covenants and conditions set forth in the Deed of Trust, together with all representations and warranties made therein, shall remain valid, effective and in force, and are hereby ratified and affirmed.

7. Grantor Certifications. Grantor hereby certifies that: (a) all of its representations and warranties in the Deed of Trust are, except as may otherwise be stated in this Modification: (i) true and correct as of the date of this Modification, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Modification by reference, (b) no Event of Default or Potential Event of Default, exists under the Deed of Trust which will not be cured by the execution and effectiveness of this Modification, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the

execution, delivery and carrying out of this Modification or, if required, has been obtained, and (d) this Modification has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of Grantor, enforceable in accordance with its terms.

8. **Governing Law.** This Modification shall be governed by and construed and interpreted in accordance with the laws of the State in which the Premises are located, except that Grantor expressly acknowledges that by their respective terms the Amended and Restated Credit Agreement and the Amended and Restated Guarantee and Collateral Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and for the purposes of consistency, Grantor agrees that in any in personam proceeding related to this Modification the rights of the parties to this Modification shall also be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania governing contracts made and to be performed in that State.

9. **Ratification of Confession of Judgment/Jury Trial Waiver.** Grantor expressly ratifies and confirms the waiver of jury trial provisions contained in the Loan Documents.

10. **Successors and Assigns.** This Modification shall be binding on the parties hereto and upon their respective successors and assigns.

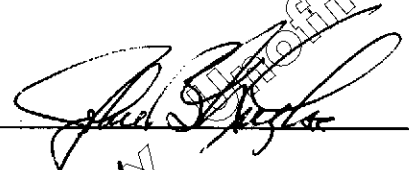
11. **Miscellaneous.** This Modification may be signed in any number of counterpart copies and by the parties to this Modification on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Modification by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Modification by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission; provided, however, that if Beneficiary requires that this Modification be recorded of record in the applicable land records, Grantor shall deliver manually executed original counterparts, properly notarized, as directed by Beneficiary.

[SIGNATURE PAGES FOLLOW]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

GRANTOR:

WITNESS / ATTEST:



Print Name: John B. Wright, II
Title: Secretary

TRIUMPH GEAR SYSTEMS, INC.,
a Delaware corporation,

By: 
_____ (SEAL)

Print Name: M. David Kornblatt
Title: Vice President and Treasurer

TRUSTEE:

WITNESS / ATTEST:

Print Name: _____
Title: _____

**BONNEVILLE SUPERIOR TITLE
COMPANY, INC.,**
a _____ corporation

By: _____
_____ (SEAL)

Print Name: _____
Title: _____

BENEFICIARY:

WITNESS / ATTEST:

Print Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
_____ (SEAL)

Print Name: _____
Title: _____

[Acknowledgements on the next pages]

[Signature Page – Mortgage Modification (Park City, UT)]

Unofficial Copy

WITNESS the due execution hereof as a document under seal, as of the date first written above.

GRANTOR:

WITNESS / ATTEST:

TRIUMPH GEAR SYSTEMS, INC.,
a Delaware corporation

By: _____
(SEAL)

Print Name: _____
Title: _____

Print Name: _____
Title: _____

TRUSTEE:

WITNESS / ATTEST:

**BONNEVILLE SUPERIOR TITLE
COMPANY, INC.,**
a Utah corporation



By: 
(SEAL)

Print Name: Gary Gurr
Title: Authorized Agent

Print Name: Gordon Gurr
Title: Authorized Agent

BENEFICIARY:

WITNESS / ATTEST:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
(SEAL)

Print Name: _____
Title: _____

Print Name: _____
Title: _____

[Acknowledgements on the next pages]

[Signature Page – Mortgage Modification (Park City, UT)]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

GRANTOR:

WITNESS / ATTEST:

TRIUMPH GEAR SYSTEMS, INC.,
a Delaware corporation,

Print Name: _____
Title: _____

By: _____ (SEAL)
Print Name: _____
Title: _____

TRUSTEE:

WITNESS / ATTEST:

**BONNEVILLE SUPERIOR TITLE
COMPANY, INC.,**
a _____ corporation

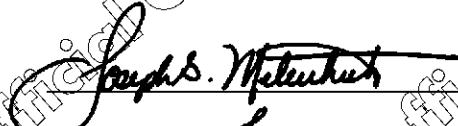
Print Name: _____
Title: _____


By: _____ (SEAL)
Print Name: _____
Title: _____

BENEFICIARY:

WITNESS / ATTEST:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association


Print Name: Joseph G. Menechuk
Title: Executive Vice President

By:  (SEAL)
Print Name: John T. Wilcox
Title: Senior Vice President

[Acknowledgements on the next pages]

[Signature Page – Mortgage Modification (Park City, UT)]

STATE OF PENNSYLVANIA)
)
COUNTY OF CHESTER)

ss:

On this, the 5th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared M. David Kornblatt, who acknowledged himself to be the Vice President and Treasurer of **TRIUMPH GEAR SYSTEMS, INC.**, a Delaware corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation by him as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JOAN W. ALEXANDER, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires April 1, 2012

My commission expires: 4/1/2012

Joan W. Alexander

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF _____)

ss:

On this, the _____ day of _____, 2011, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said national banking association.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Notary Stamp below:

[Acknowledgements continue on the next pages]

[Acknowledgements Page – Mortgage Modification (Park City, UT)]

STATE OF UTAH

COUNTY OF DAVIS

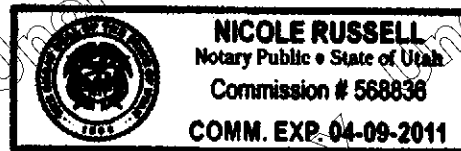
)
)
) ss:

On this, the 5th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Gordon Gurr, who acknowledged himself to be a Authorized Agent of **BONNEVILLE SUPERIOR TITLE COMPANY, INC.**, a Utah corporation, as Trustee, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation by him/her as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nicole Russell
Notary Public

[Acknowledgements Page 2 of 2 - Mortgage Modification (Park City, UT)]



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Philadelphia

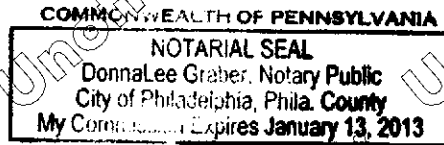
SS:

On this, the 5th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared John T. Wicker who acknowledged himself/herself to be the Senior VP of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said national banking association.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Notary Stamp below:



[Acknowledgements Page 2 of 2 - Mortgage Modification (Park City, UT)]

EXHIBIT A

Legal Description

All of Lot 2a, Plat "A" Silver Creek Commerce Center, Amended Plat of Lots 2 and 3, a subdivision, according to the Official Plat thereof on file and of record in the Summit County Recorder's Office as No. 443185, dated November 28, 1995.