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Alan Spriggs, Summit County Utah Recorder

07/25/2012 10:07:52 AM Fee \$31.00

By Bonneville Superior Title Company - Layton

Electronically Recorded

After recording Return To:

Madison Title Agency LLC
1125 Ocean Avenue
Lakewood, NJ 08701
Attn: Daniela Graca

Property Tax Parcel Account Number(s):

SCO-A-2A-AM and
SCO-A-2A-AM-IMP

148474

THIS SECOND MODIFICATION OF DEED OF TRUST, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Modification") is made and entered into this ~~17~~¹⁸th day of July, 2012 but effective this ~~17~~¹⁸th day of July, 2012 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 1518 North Woodland Park Drive, Layton, UT 84040, Attention: Gary Gurr, Chief Commercial Escrow Officer/Underwriter, 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, for the benefit of Beneficiary, in trust, a certain Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents (the "Original 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 Original Deed of Trust was recorded in the Official Records of Summit County, Utah on July 2, 2010 as Instrument Number 00902266 at Book 2038, Page 1569.

C. The Original Deed of Trust was executed and delivered by Grantor to secure the payment and performance of the Obligations (as defined in the Original 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 "2011 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 2011 Amended and Restated Credit Agreement, the Prior Notes were amended and restated (the "2011 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 "2011 New Notes") to reflect the 2011 Loan Increase (the 2011 Amended and Restated Notes and the 2011 New Notes are collectively referred to herein as the "2011 Notes").

F. In conjunction with the 2011 Amended and Restated Credit Agreement, the Grantor executed and delivered that certain First Modification to Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents dated April 5, 2011 and recorded in the Official Records of Summit County, Utah on April 18, 2011 as Instrument Number 920972, Book 2077, Page 1008 (the "First Modification"). The Original Deed of Trust, as modified by the First Modification, shall be referred to herein as the "Deed of Trust".

G. Pursuant to a certain Second Amended and Restated Credit Agreement, dated as of May 23, 2012 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 "2012 Amended and Restated Credit Agreement"), which amended and restated the 2011 Amended and Restated Credit Agreement, the maximum principal amount of the Loans was increased from Eight Hundred Fifty Million and 00/100 Dollars (\$850,000,000.00) to One Billion and 00/100 Dollars (\$1,000,000,000.00) (the "Loan Increase").

H. In conjunction with the 2012 Amended and Restated Credit Agreement, the 2011 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").

I. Grantor acknowledges that the Notes are among Grantor's liabilities, duties and obligations under the 2012 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 and the 2011 Notes.

G. It is the intention of each party hereto that neither the execution nor delivery of, nor anything set forth in this Modification 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 2012 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 2012 Amended and Restated Credit Agreement.

3. 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 Second Amended and Restated Credit Agreement, dated as of May 23, 2012, 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."

4. Definition of "Obligations". The term "Obligations" in subparagraph (i) of the first paragraph of the Granting Clauses section of the Deed of Trust is amended hereby to mean the "Obligations" as defined in the 2012 Amended and Restated Credit Agreement, including, without limitation, the maximum principal amount of the Loans as increased by the Loan Increase.

5. 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.

6. **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.

7. **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 2012 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.

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

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

10. **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:

TRIUMPH GEAR SYSTEMS, INC.,
a Delaware corporation

Jane Procopio
Print Name: Jane Procopio
Title: Executive Asst

By: M. David Kornbatt (SEAL)
Print Name: M. David Kornbatt
Title: Vice President Treasurer

TRUSTEE:

WITNESS / ATTEST:

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

Print Name: _____
Title: _____

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

BENEFICIARY:

WITNESS / ATTEST:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

Print Name: _____
Title: _____

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

[Acknowledgements on the next pages]

[Signature Page – Second 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: _____

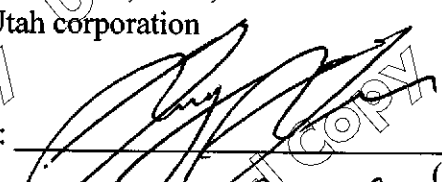
Print Name: _____
Title: _____

TRUSTEE:

WITNESS / ATTEST:

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



By:  _____ (SEAL)

Print Name: BreeAnn Manning
Title: Escrow Assistant

Print Name: Gary Furr
Title: Authorized Agent

BENEFICIARY:

WITNESS / ATTEST:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____ (SEAL)

Print Name: _____
Title: _____

Print Name: John T. Wilden
Title: Senior Vice President

[Acknowledgements on the next pages]

[Signature Page – Second 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 Utah corporation

Print Name: _____
Title: _____

By: _____
(SEAL)

Print Name: _____
Title: _____

BENEFICIARY:

WITNESS / ATTEST:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

Elise D. Cain

Print Name: Elise D. Cain
Title: Assistant Vice President

By: _____
(SEAL)

Print Name: John T. Wilden
Title: Senior Vice President

[Acknowledgements on the next pages]

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

STATE OF Pennsylvania)
COUNTY OF Chester) ss:

On this, the 17th day of July, 2012, 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.

My commission expires: 4-1-2016

Notary Joan W. Alexander
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOAN W. ALEXANDER, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires April 1, 2016

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____) ss:

On this, the _____ day of _____, 2012, before me, a Notary Public, the undersigned officer, personally appeared John T. Wilden, who acknowledged himself/herself to be the Senior Vice President 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 – Second Mortgage Modification (Park City, UT)]

STATE OF _____)
COUNTY OF _____) ss:

On this, the _____ day of _____, 2012, before me, a Notary Public, the undersigned officer, personally appeared M. David Komblatt, 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.

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) ss:

On this, the 18th day of July, 2012, before me, a Notary Public, the undersigned officer, personally appeared John T. Wilden, who acknowledged himself/herself to be the Senior Vice President 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:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Donna Lee Gruber, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 13, 2013

[Acknowledgements continue on the next pages]

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

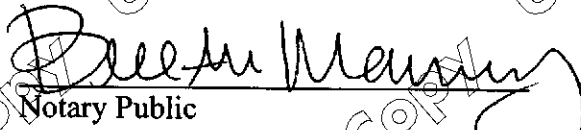
STATE OF UTAH

COUNTY OF DAVIS

)
)
ss:

On this, the 20th day of July, 2012, before me, a Notary Public, the undersigned officer, personally appeared Gary 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.


Notary Public

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

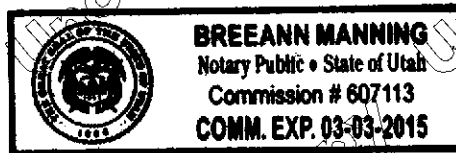


EXHIBIT A

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.