

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended July 1, 2017

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-38000

JELD-WEN Holding, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

93-1273278
(I.R.S. Employer
Identification No.)

440 S. Church Street, Suite 400
Charlotte, North Carolina 28202
(Address of principal executive offices, zip code)

(704) 378-5700
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The registrant had 105,239,833 shares of Common Stock, par value \$0.01 per share, issued and outstanding as of August 4, 2017 .

JELD-WEN HOLDING, Inc.
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Glossary of Terms

When the following terms and abbreviations appear in the text of this report, they have the meaning indicated below:

2015 Incremental Term Loans	\$480 million incremental term loans borrowed under the Term Loan Facility in July 2015
2016 Term Loans	Term loans outstanding under our Term Loan Facility after the November 2016 amendment, which (i) provided for an incremental \$375 million of term loans, (ii) permitted a \$400 million distribution, (iii) reduced the interest rate on the outstanding term loans, and (iv) conformed the terms of all outstanding term loans under the Term Loan Facility
ABL Facility	Our \$300 million asset-based loan revolving credit facility, dated as of October 15, 2014 and as amended from time to time, with JWI (as hereinafter defined) and JELD-WEN of Canada, Ltd., as borrowers, the guarantors party thereto, a syndicate of lenders, and Wells Fargo Bank, N.A., as administrative agent
Adjusted EBITDA	A supplemental non-GAAP financial measure of operating performance not based on any standardized methodology prescribed by GAAP that we define as net income (loss), as adjusted for the following items: income (loss) from discontinued operations, net of tax; gain (loss) on sale of discontinued operations, net of tax; equity earnings (loss) of non-consolidated entities; income tax benefit (expense); depreciation and amortization; interest expense, net; impairment and restructuring charges; gain (loss) on sale of property and equipment; share-based compensation expense; non-cash foreign exchange transaction/translation income (loss); other non-cash items; other items; and costs related to debt restructuring, debt refinancing, and the Onex Investment
Amended Term Loans	Term loans outstanding under our Term Loan Facility
ASC	Accounting Standards Codification
ASU	Accounting Standards Update
AUD	Australian Dollar
Australia Senior Secured Credit Facility	Our senior secured credit facility, dated as of October 6, 2015 and as amended from time to time, with certain of our Australian subsidiaries, as borrowers, and Australia and New Zealand Banking Group Limited, as lender
BBSY	Bank Bill Swap Bid Rate
Breezway	Breezway Australia Pty. Ltd.
Bylaws	Amended and Restated Bylaws
CAP	Cleanup Action Plan
Charter	Restated Certificate of Incorporation
CHF LIBOR	Swiss Franc LIBOR
CIBOR	Copenhagen Interbank Rate
Class B-1 Common Stock	Shares of our Class B-1 Common Stock, par value \$0.01 per share, all of which were converted into shares of our Common Stock on February 1, 2017
CMI	CraftMaster Manufacturing Inc.
COA	Consent Order and Agreement
CODM	Chief Operating Decision Maker
Common Stock	The 900,000,000 shares of common stock, par value \$0.01 per share, authorized under our Charter
Corporate Credit Facilities	Collectively, our ABL Facility and our Term Loan Facility
Credit Facilities	Collectively, our Corporate Credit Facilities, our Australia Senior Secured Credit Facility, and our Euro Revolving Facility
DKK	Danish Krone
Dooria	Dooria AS
ERP	Enterprise Resource Planning
ESOP	JELD-WEN, Inc. Employee Stock Ownership and Retirement Plan
EURIBOR	Euro Interbank Offered Rate
Euro Revolving Facility	Our €39 million revolving credit facility, dated as of January 30, 2015 and as amended from time to time, with JELD-WEN A/S, as borrower, Danske Bank A/S and Nordea Bank Danmark A/S as lenders
Exchange Act	Securities Exchange Act of 1934, as amended

FASB	Financial Accounting Standards Board
Form 10-K	Our Annual Report on Form 10-K for the fiscal year ended December 31, 2016
Form 10-Q	This Quarterly Report on Form 10-Q for the fiscal quarter ended July 1, 2017
GAAP	Generally Accepted Accounting Principles in the United States
GHG	Greenhouse Gases
Initial Term Loans	\$775 million term loans borrowed under the Term Loan Facility in October 2014
IBOR	Interbank Offered Rate
IPO	The initial public offering of our shares, as further described in our Form 10-K or this Form 10-Q
JELD-WEN	JELD-WEN Holding, Inc. , together with its subsidiaries where the context requires, including JWI
JEM	JELD-WEN Excellence Model
JWA	JELD-WEN of Australia Pty. Ltd.
JWH	JELD-WEN Holding, Inc., a Delaware corporation
JWI	JELD-WEN, Inc., a Delaware corporation
LIBOR	London Interbank Offered Rate
Mattiovi	Mattiovi Oy
MD&A	Management's Discussion and Analysis of Financial Condition and Results of Operations
NIBOR	Norwegian Interbank Offered Rate
NRD	Natural Resource Damage Trustee Council
Onex Partners	Onex Partners III LP and certain affiliates
PaDEP	Pennsylvania Department of Environmental Protection
Preferred Stock	90,000,000 shares of Preferred Stock, par value \$0.01 per share, authorized under our Charter
R&R	Repair and remodel
RSU	Restricted stock units
Sarbanes-Oxley	Sarbanes-Oxley Act of 2002, as amended
SEC	Securities and Exchange Commission
Securities Act	Securities Act of 1933, as amended
Series A Convertible Preferred Stock	Our Series A-1 Convertible Preferred Stock, par value \$0.01 per share, Series A-2 Convertible Preferred Stock, par value \$0.01 per share, Series A-3 Convertible Preferred Stock, par value \$0.01 per share, and Series A-4 Convertible Preferred Stock, par value \$0.01 per share, all of which were converted into shares of our common stock on February 1, 2017
SG&A	Selling, general, and administrative expenses
Steves	Steves and Sons, Inc.
STIBOR	Stockholm Interbank Offered Rate
Term Loan Facility	Our term loan facility, dated as of October 15, 2014, with JWI, as borrower, the guarantors party thereto, a syndicate of lenders, and Bank of America, N.A., as administrative agent, under which we initially borrowed \$775 million of term loans, as amended (i) on July 1, 2015 in connection with the borrowing of \$480 million of incremental term loans (ii) on November 1, 2016 in connection with the borrowing of \$375 million of incremental term loans and (iii) on March 7, 2017 in connection with reducing the interest rate on our outstanding term loans, and as further amended from time to time
Trend	Trend Windows & Doors Pty. Ltd.
U.S.	United States of America
WADOE	Washington State Department of Ecology

CERTAIN TRADEMARKS, TRADE NAMES AND SERVICE MARKS

This Form 10-Q includes trademarks, trade names, and service marks owned by us. Our U.S. window and door trademarks include JELD-WEN[®], AuraLast[®], MiraTEC[®], Extira[®], LaCANTINA[™], Karona[™], ImpactGard[®], JW[®], Aurora[®], IWP[®], and True BLU[™]. Our trademarks are either registered or have been used as a common law trademark by us. The trademarks we use outside the U.S. include the Stegbar[®], Regency[®], William Russell Doors[®], Airlite[®], Trend[™], The Perfect Fit[™], Aneeta[®], Breezway[®], and Corinthian[®] marks in Australia, and Swedoor[®], Dooria[®], DANA[®], and Alupan[®] in Europe. ENERGY STAR[®] is a registered trademark of the U.S. Environmental Protection Agency. This Form 10-Q contains additional trademarks, trade names, and service marks of others, which are, to our knowledge, the property of their respective owners. Solely for convenience, trademarks, trade names, and service marks referred to in this Form 10-Q appear without the[®], [™] or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks, trade names, and service marks. We do not intend our use of other parties' trademarks, trade names, or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of us by, these other parties.

PART I - FINANCIAL INFORMATION
Item 1 - Financial Statements

JELD-WEN HOLDING, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
(amounts in thousands, except share and per share data)				
Net revenues	\$ 948,736	\$ 964,608	\$ 1,796,523	\$ 1,761,155
Cost of sales	712,998	752,457	1,374,814	1,390,881
Gross margin	235,738	212,151	421,709	370,274
Operating expenses				
Selling, general and administrative	151,464	141,062	298,543	273,054
Impairment and restructuring charges	554	2,119	1,756	5,100
Operating income	83,720	68,970	121,410	92,120
Other (expense) income				
Interest expense, net	(17,547)	(18,167)	(44,439)	(35,178)
Other	(2,765)	505	(5,364)	1,229
Income before taxes, equity earnings and discontinued operations	63,408	51,308	71,607	58,171
Income tax (expense) benefit	(17,703)	15,713	(19,955)	13,616
Income from continuing operations, net of tax	45,705	67,021	51,652	71,787
Equity earnings of non-consolidated entities	1,073	487	1,554	1,252
Loss from discontinued operations, net of tax	—	(618)	—	(104)
Net income	\$ 46,778	\$ 66,890	\$ 53,206	\$ 72,935
Convertible preferred stock dividends	—	51,702	10,462	78,108
Net income (loss) attributable to common shareholders	\$ 46,778	\$ 15,188	\$ 42,744	\$ (5,173)
Weighted average common shares outstanding				
Basic	104,794,294	17,972,977	89,544,882	17,956,433
Diluted	109,086,129	82,947,084	93,733,650	17,956,433
Income (loss) per share from continuing operations				
Basic	\$ 0.45	\$ 0.88	\$ 0.48	\$ (0.28)
Diluted	\$ 0.43	\$ 0.82	\$ 0.46	\$ (0.28)
Loss per share from discontinued operations				
Basic	\$ —	\$ (0.03)	\$ —	\$ (0.01)
Diluted	\$ —	\$ (0.01)	\$ —	\$ (0.01)
Net income (loss) per share				
Basic	\$ 0.45	\$ 0.85	\$ 0.48	\$ (0.29)
Diluted	\$ 0.43	\$ 0.81	\$ 0.46	\$ (0.29)

The accompanying notes are an integral part of these unaudited Consolidated Financial Statements.

JELD-WEN HOLDING, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(unaudited)

	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
(amounts in thousands)				
Net income	\$ 46,778	\$ 66,890	\$ 53,206	\$ 72,935
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	38,029	(8,088)	55,631	7,857
Interest rate hedge adjustments, net of tax of (\$75), \$0, \$887, and \$0, respectively	(30)	(5,238)	2,105	(12,583)
Defined benefit pension plans, net of tax of \$980, \$0, \$1,779, and \$0, respectively	1,923	3,094	4,029	6,165
Total other comprehensive income (loss), net of tax	39,922	(10,232)	61,765	1,439
Comprehensive income	<u>\$ 86,700</u>	<u>\$ 56,658</u>	<u>\$ 114,971</u>	<u>\$ 74,374</u>

The accompanying notes are an integral part of these unaudited Consolidated Financial Statements.

JELD-WEN HOLDING, INC.
CONSOLIDATED BALANCE SHEETS
(unaudited)

<u>(amounts in thousands, except share and per share data)</u>	July 1, 2017	December 31, 2016
ASSETS		
Current assets		
Cash and cash equivalents	\$ 227,663	\$ 102,701
Restricted cash	986	751
Accounts receivable, net	491,367	407,170
Inventories	375,537	334,634
Other current assets	27,687	30,104
Total current assets	1,123,240	875,360
Property and equipment, net	708,576	704,651
Deferred tax assets	286,311	283,876
Goodwill	518,912	486,055
Intangible assets, net	129,460	116,590
Other assets	57,869	63,547
Total assets	\$ 2,824,368	\$ 2,530,079
LIABILITIES AND EQUITY		
Current liabilities		
Accounts payable	\$ 231,805	\$ 188,906
Accrued payroll and benefits	139,534	130,668
Accrued expenses and other current liabilities	176,173	173,227
Notes payable and current maturities of long-term debt	14,595	20,031
Total current liabilities	562,107	512,832
Long-term debt	1,231,237	1,600,004
Unfunded pension liability	127,097	126,646
Deferred credits and other liabilities	82,227	74,455
Deferred tax liabilities	18,504	9,186
Total liabilities	2,021,172	2,323,123
Commitments and contingencies (Note 21)		
Convertible preferred stock	—	150,957
Shareholders' equity		
Preferred Stock, par value \$0.01 per share, 90,000,000 shares authorized; no shares issued and outstanding	—	—
Common Stock: 900,000,000 shares authorized, par value \$0.01 per share, 104,923,708 shares outstanding as of July 1, 2017; 904,732,200 shares authorized, par value \$0.01 per share, 17,894,393 shares outstanding as of December 31, 2016; 177,221 shares of Class B-1 Common Stock outstanding as of December 31, 2016	1,049	180
Additional paid-in capital	667,084	36,362
Retained earnings	270,480	216,639
Accumulated other comprehensive loss	(135,417)	(197,182)
Total shareholders' equity	803,196	55,999
Total liabilities, convertible preferred shares, and shareholders' equity	\$ 2,824,368	\$ 2,530,079

The accompanying notes are an integral part of these unaudited Consolidated Financial Statements.

JELD-WEN HOLDING, INC.
CONSOLIDATED STATEMENTS OF EQUITY
(unaudited)

	July 1, 2017		June 25, 2016	
(amounts in thousands, except share and per share amounts)	Shares	Amount	Shares	Amount
Preferred stock, \$0.01 par value per share	—	\$ —	—	\$ —
Common stock, \$0.01 par value per share				
Common stock				
Balance as of January 1	17,894,393	\$ 178	17,829,240	\$ 178
Shares issued for exercise/vesting of share-based compensation awards	323,848	4	3,190	—
Shares issued upon conversion of Class B-1 Common Stock	309,404	3	—	—
Shares issued upon conversion of convertible preferred stock to common stock	64,211,172	642	—	—
Shares surrendered for tax obligations for employee share-based transactions	(87,836)	(1)	—	\$ —
Shares issued in initial public offering	22,272,727	223	—	\$ —
Balance at period end	104,923,708	1,049	17,832,430	178
Class B-1 Common Stock				
Balance as of January 1	177,221	2	68,046	1
Shares issued for exercise of stock options	—	—	19,316	—
Class B-1 Common stock converted to common	(177,221)	(2)	—	—
Balance at period end	—	—	87,362	1
Balance at period end		\$ 1,049		\$ 179
Additional paid-in capital				
Balance as of January 1		\$ 37,205		\$ 89,101
Shares issued for exercise/vesting of share-based compensation awards		596		272
Shares surrendered for tax obligations for employee share-based transactions		(2,883)		—
Conversion of convertible preferred stock		150,901		—
Initial public offering proceeds, net of underwriting fees and commissions		480,306		—
Costs associated with initial public offering		(7,923)		—
Amortization of share-based compensation		9,713		10,617
Balance at period end		667,915		99,990
Director notes				
Balance as of January 1		—		(2,068)
Net issuances, payments and accrued interest on Notes		—		2,068
Balance at period end		—		—
Employee stock notes				
Balance as of January 1		(843)		(1,011)
Net issuances, payments and accrued interest on Notes		12		25
Balance at period end		(831)		(986)
Balance at period end		\$ 667,084		\$ 99,004
Retained earnings (accumulated deficit)				
Balance as of January 1		\$ 216,639		\$ (154,949)
Adoption of new accounting standard ASU 2016-09		635		—
Net income		53,206		72,935
Balance at period end		\$ 270,480		\$ (82,014)
Accumulated other comprehensive (loss) income				
Foreign currency adjustments				
Balance as of January 1		\$ (65,949)		\$ (33,575)
Change during period		55,631		7,857
Balance at end of period		(10,318)		(25,718)
Unrealized (loss) gain on interest rate hedges				
Balance as of January 1		(13,296)		(10,617)
Change during period		2,105		(12,583)
Balance at end of period		(11,191)		(23,200)

Net actuarial pension (loss) gain		
Balance as of January 1	(117,937)	(118,805)
Change during period	4,029	6,165
Balance at end of period	(113,908)	(112,640)
Balance at period end	<u>\$ (135,417)</u>	<u>\$ (161,558)</u>
Total shareholders' equity (deficit) at end of period	<u>\$ 803,196</u>	<u>\$ (144,389)</u>

The accompanying notes are an integral part of these unaudited Consolidated Financial Statements.

JELD-WEN HOLDING, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Six Months Ended	
	July 1, 2017	June 25, 2016
(amounts in thousands)		
OPERATING ACTIVITIES		
Net income	\$ 53,206	\$ 72,935
Adjustments to reconcile net income to cash used in operating activities:		
Depreciation and amortization	53,052	52,049
Deferred income taxes	8,546	(25,382)
Loss (gain) on sale of business units, property and equipment	219	(3,263)
Adjustment to carrying value of assets	—	895
Equity earnings in non-consolidated entities	(1,554)	(1,252)
Amortization of deferred financing costs	7,376	1,830
Stock-based compensation	10,783	10,617
Other items, net	(1,416)	(387)
Net change in operating assets and liabilities, net of effect of acquisitions:		
Accounts receivable	(64,755)	(138,362)
Inventories	(23,559)	(19,067)
Other assets	(1,383)	(1,346)
Accounts payable and accrued expenses	25,636	63,326
Net cash provided by operating activities	66,151	12,593
INVESTING ACTIVITIES		
Purchases of property and equipment	(18,210)	(40,026)
Proceeds from sale of business units, property and equipment	405	4,762
Purchase of intangible assets	(1,619)	(3,225)
Purchases of businesses, net of cash acquired	(21,153)	(25,669)
Cash received on notes receivable	1,820	275
Net cash used in investing activities	(38,757)	(63,883)
FINANCING ACTIVITIES		
Borrowings on long-term debt	94	—
Payments of long-term debt	(384,220)	(8,395)
Payments of notes payable	(100)	(90)
Employee note repayments	26	2,165
Payments of debt issuance costs	(1,144)	—
Common stock issued for exercise of options	596	272
Payments to tax authority for employee share-based compensation	(2,883)	—
Proceeds from the sale of common stock, net of underwriting fees and commissions	480,306	—
Payments associated with initial public offering	(2,066)	—
Net cash provided by (used in) financing activities	90,609	(6,048)
Effect of foreign currency exchange rates on cash	6,959	184
Net increase (decrease) in cash and cash equivalents	124,962	(57,154)
Cash and cash equivalents, beginning	102,701	113,571
Cash and cash equivalents, ending	\$ 227,663	\$ 56,417

The accompanying notes are an integral part of these unaudited Consolidated Financial Statements.

JELD-WEN HOLDING, INC.

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Summary of Significant Accounting Policies

Nature of Business – JWH, along with its subsidiaries, is a vertically-integrated global manufacturer and distributor of windows and doors that derives substantially all of its revenues from the sale of its door and window products. Unless otherwise specified or the context otherwise requires, all references in these notes to “JWH”, “JELD-WEN”, “we”, “us”, “our”, or the “Company” are to JELD-WEN Holding, Inc. and its subsidiaries.

We have facilities located in the U.S., Canada, Europe, Australia, Asia, Mexico, and South America, and our products are marketed primarily under the JELD-WEN brand name in the U.S. and Canada and under JELD-WEN and a variety of acquired brand names in Europe, Australia and Asia.

In the opinion of management, the accompanying unaudited consolidated financial statements include all recurring adjustments and normal accruals necessary for a fair statement of our financial position, results of operations and cash flows for the dates and periods presented. Results for interim periods are not necessarily indicative of the results to be expected during the remainder of the current year or for any future period. All significant intercompany accounts and transactions have been eliminated in consolidation.

Our revenues are affected by the level of new housing starts and remodeling activity in each of our markets. Our sales typically follow seasonal new construction and repair and remodeling industry patterns. The peak season for home construction and remodeling in many of our markets generally correspond with the second and third calendar quarters, and therefore, sales volume is typically higher during those quarters. Our first and fourth quarter sales volumes are generally lower due to reduced repair and remodeling activity and reduced activity in the building and construction industry as a result of colder and more inclement weather in certain of our geographic end markets.

Basis of Presentation – The consolidated balance sheet as of December 31, 2016 was derived from our audited consolidated financial statements, which have been revised to reflect the correction of certain errors and other accumulated misstatements as described in Note 25 - *Revision of Prior Period Financial Statements*, but does not include all disclosures required by GAAP. The consolidated balance sheet as of December 31, 2016 and the unaudited consolidated financial statements included herein should be read in conjunction with the more detailed audited consolidated financial statements for the year ended December 31, 2016 filed as part of our Form 10-K. Accounting policies used in the preparation of these unaudited consolidated financial statements are consistent with the accounting policies described in the Notes to Consolidated Financial Statements for the year ended December 31, 2016 except for those adopted during fiscal year 2017.

All U.S. dollar and other currency amounts, except per share amounts, are presented in thousands unless otherwise noted.

Ownership – On October 3, 2011, we completed a transaction with Onex Partners whereby Onex Partners invested \$700.0 million in return for Series A Convertible Preferred Stock. Concurrent with the investment, Onex Partners provided \$171.0 million in the form of a convertible bridge loan due in April 2013. In October 2012, Onex Partners invested an additional \$49.8 million in return for Series A Convertible Preferred Stock of the Company to fund an acquisition. In April 2013, the \$71.6 million outstanding balance of our convertible bridge loan was converted into additional shares of our Series A Convertible Preferred Stock. In March 2014, Onex Partners purchased \$65.8 million in common stock from another investor. As part of the IPO, Onex Partners sold a total of 6,477,273 shares of our common stock, and we did not receive any proceeds from the shares of common stock sold by Onex Partners. In May 2017, Onex Partners sold a total of 15,693,139 shares of our common stock, and we did not receive any proceeds from the shares of common stock sold by Onex Partners. As of July 1, 2017, Onex Partners owned approximately 45% of the Company's outstanding shares.

Stock Split – On January 3, 2017, the majority of our shareholders approved amendments to our then-existing certificate of incorporation increasing the authorized number of shares and effecting an 11 -for-1 stock split of our then-outstanding common stock and Class B-1 Common Stock. Accordingly, all share and per share amounts for all periods presented in these unaudited consolidated financial statements and notes thereto have been adjusted retrospectively, where applicable, to reflect this stock split.

Stock Conversion and Initial Public Offering – On February 1, 2017, all of the outstanding shares of our Series A Convertible Preferred Stock and all accumulated and unpaid dividends converted into 64,211,172 shares of our common stock, and all of the outstanding shares of our Class B-1 Common Stock converted into 309,404 shares of our common stock. In addition, the one outstanding share of our Series B Preferred Stock was canceled. On February 1, 2017,

immediately prior to the closing of the IPO, the Company filed its Charter with the Secretary of State of the State of Delaware, and our Bylaws became effective, each as contemplated by the registration statement we filed as part of our IPO. The Charter, among other things, provided that the Company's authorized capital stock consists of 900,000,000 shares of common stock, par value \$0.01 per share and 90,000,000 shares of preferred stock, par value \$0.01 per share.

On February 1, 2017, we closed our IPO and received \$472.4 million in proceeds, net of underwriting discounts, fees and commissions and \$7.9 million of offering expenses from the issuance of 22,272,727 shares of our common stock.

Fiscal Year – We operate on a fiscal calendar year, and each interim period is comprised of two 4 -week periods and one 5 -week period, with each week ending on a Saturday. Our fiscal year always begins on January 1 and ends on December 31. As a result, our first and fourth quarters may have more or fewer days included than a traditional 91 -day fiscal quarter.

Consolidated Statements of Cash Flows – Cash flows from continuing and discontinued operations are not separated in the consolidated statements of cash flows. Cash balances associated within our discontinued operations are reflected in our consolidated balance sheet as cash and cash equivalents. See Note 3- *Discontinued Operations and Divestitures* .

Use of Estimates – The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the unaudited consolidated financial statements and related notes. Significant items that are subject to such estimates and assumptions include, but are not limited to, long-lived assets including goodwill and other intangible assets, employee benefit obligations, income tax uncertainties, contingent assets and liabilities, provisions for bad debt, inventory, warranty liabilities, legal claims, valuation of derivatives, environmental remediation and claims relating to self-insurance. Actual results could differ due to the uncertainty inherent in the nature of these estimates.

Recently Adopted Accounting Standards – In March 2016, the FASB issued ASU No. 2016-09, *Stock Compensation* , which is intended to simplify several aspects of the accounting for share-based payment awards to employees. The new guidance requires companies to recognize the income tax effects of awards that vest or are settled as income tax expense or benefit in the income statement as opposed to additional paid-in capital, and gross excess tax benefits are classified as operating cash flows rather than financing cash flows. Additionally, the guidance allows companies to make a policy election to account for forfeitures either upon occurrence or by estimating forfeitures. We have elected to continue estimating forfeitures expected to occur in order to determine the amount of compensation cost to be recognized each period. We adopted this ASU on a modified retrospective basis in the quarter ended April 1, 2017 and adoption of this standard did not materially impact results of operations, retained earnings, or cash flows.

In July 2015, the FASB issued ASU No. 2015-11, *Simplifying the Measurement of Inventory* . This ASU requires that inventory within the scope of this guidance be measured at the lower of cost and net realizable value. We adopted this ASU in the quarter ended April 1, 2017 and adoption of this standard did not materially impact results of operations, retained earnings, or cash flows.

Recent Accounting Standards not Yet Adopted – In May 2017, the FASB issued ASU No. 2017-09, *Compensation - Stock Compensation (Topic 718): Scope of Modification Accounting* . The ASU provides guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting in Topic 718. The guidance is effective for annual periods beginning after December 15, 2017 and interim periods within those years and is to be applied prospectively to an award modified on or after the adoption date. Early adoption is permitted. The adoption of this guidance is not expected to have a material impact on our consolidated financial statements.

In March 2017, the FASB issued ASU No. 2017-07, *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*, that changes how employers that sponsor defined benefit pension or other postretirement benefit plans present the net periodic benefit cost in the income statement. This new guidance requires entities to report the service cost component in the same line item or items as other compensation costs. The other components of net benefit cost are required to be presented in the income statement separately from the service cost component outside of income from operations. The guidance will be effective for annual reporting periods beginning after December 15, 2017, and interim periods within those annual reporting periods and will be applied retrospectively. Early adoption is permitted in certain circumstances. The adoption of this guidance will impact our operating income but will have no material impact on our net income, earnings per share, consolidated balance sheets or statements of cash flows.

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* . To simplify the measurement of goodwill impairments, this ASU eliminates Step 2 from the goodwill impairment test, which required the calculation of the implied fair value of goodwill. Instead, under the amendments in this ASU, an entity should perform its annual, or interim, goodwill impairment test by comparing the fair

value of a reporting unit with its carrying amount. The guidance will be effective for annual or any interim goodwill impairment tests in fiscal years beginning after December 15, 2019. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The adoption of this guidance is not expected to have a material impact on our consolidated financial statements.

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations (Topic 805) : Clarifying the Definition of a Business*. The amendments in this ASU provide new guidance to determine when a set of transferred assets and activities is a business. The guidance requires an entity to evaluate if substantially all of the fair value of the gross assets acquired is concentrated in an identifiable asset or group of similar identifiable assets. If this threshold is met, the set of transferred assets is not a business. If the threshold is not met, the entity then must evaluate whether the set includes, at a minimum, an input and a substantive process that together significantly contribute to the ability to create outputs. This ASU removes the evaluation of whether a market participant could replace missing elements. The amendments also narrow the definition of the term output so that the term is consistent with how outputs are described in Topic 606. The guidance will be effective for annual reporting periods beginning after December 15, 2017, and interim periods within those annual reporting periods. Early adoption is permitted in certain circumstances. The amendments should be applied prospectively on or after the effective date. We are currently evaluating the potential impact on our consolidated financial statements and disclosures.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*. This standard requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The guidance will be effective for annual reporting periods beginning after December 15, 2017, and interim periods within those annual reporting periods. Early adoption is permitted, including adoption in an interim period. The amendments should be applied using a retrospective transition method to each period presented. We are currently evaluating the potential impact on our consolidated financial statements and disclosures.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*. The standard requires an entity to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. The amendments in this update eliminate the exception for an intra-entity transfer of an asset other than inventory. The amendments do not include new disclosure requirements; however, existing disclosure requirements might be applicable when accounting for the current and deferred income taxes for an intra-entity transfer of an asset other than inventory. The guidance will be effective for annual reporting periods beginning after December 15, 2017, including interim reporting periods within those annual reporting periods. Early adoption is permitted as of the beginning of an annual reporting period for which interim or annual financial statements have not been issued or made available for issuance. The amendments should be applied on a modified retrospective basis through a cumulative-effect adjustment directly to retained earnings as of the beginning of the period of adoption. We are currently evaluating the potential impact on our consolidated financial statements and disclosures.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*. This ASU addresses how cash receipts and cash payments are presented and classified in the statement of cash flows with regard to debt prepayment and debt extinguishment costs, zero -coupon debt instruments, contingent consideration payments, insurance settlement proceeds, equity method investees distributions, beneficial interests in securitization transactions, and separately identifiable cash flows. The guidance will be effective for the fiscal year beginning after December 15, 2017, including interim periods within those fiscal years, with early adoption permitted. We are currently evaluating the potential impact on our consolidated financial statements and disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The standard requires lessees to recognize the assets and liabilities arising from leases on the balance sheet and retains a distinction between finance leases and operating leases. The classification criteria for distinguishing between finance leases and operating leases are substantially similar to the classification criteria for distinguishing between capital leases and operating leases in the previous lease guidance. The accounting standard is effective for annual periods beginning after December 15, 2018, including interim periods within those fiscal years, with early adoption permitted. We are currently assessing the impact the adoption of this standard will have on our financial reporting and have not decided upon the method of adoption, but recognizing the lease liability and related right-of-use asset will significantly impact our balance sheet.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*. This ASU enhances the reporting model for financial instruments to provide users of financial statements with more decision-useful information by requiring equity investments to be measured at fair value with changes in fair value recognized in net income. It simplifies the impairment assessment of

equity investments without readily determinable fair values by requiring a qualitative assessment to identify impairment and eliminates the requirement to disclose the fair value of financial instruments measured at amortized cost for entities that are not public business entities. It also requires an entity to present separately in other comprehensive income the portion of the total change in the fair value of a liability resulting from a change in the instrument-specific credit risk when the entity has elected to measure the liability at fair value in accordance with the fair value option for financial instruments and requires separate presentation of financial assets and financial liabilities by measurement category and form of financial asset on the balance sheet or the accompanying notes to the consolidated financial statements. The accounting standard is effective for annual periods beginning after December 15, 2017, including interim periods within those fiscal years, with early adoption permitted. We are currently evaluating the potential impact on our consolidated financial statements and disclosures.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*. This ASU requires entities to recognize revenue in the way they expect to be entitled for the transfer of promised goods or services to customers. The ASU will replace most of the existing revenue recognition requirements in GAAP when it becomes effective. In March 2016, the FASB issued ASU No. 2016-08, *Principal versus Agent Considerations (Reporting Revenue Gross versus Net)*. The amendments in this ASU clarify the implementation guidance on principal versus agent considerations. In December 2016, the FASB issued ASU No. 2016-20, *Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers*. The amendments in this ASU narrow certain aspects of the guidance issued in Update 2014-09. These standards are effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years, which requires us to adopt the standard in fiscal year 2018. Early application in fiscal year 2017 is permitted. The updates permit the use of either the retrospective or cumulative effect transition method. We are assessing the impact, if any, the adoption of this standard will have on our consolidated financial statements and we have not decided upon the method of adoption.

With the exception of the new standards discussed above, there have been no other recent accounting pronouncements or changes in accounting pronouncements during the three months ended July 1, 2017 that are of significance or potential significance to us.

Note 2. Acquisitions

On June 30, 2017, we acquired all of the issued and outstanding shares of Mattiovi for total consideration of approximately \$21.2 million in cash. Mattiovi is a leading manufacturer of interior doors and door frames in Finland and is part of our Europe segment. Our preliminary estimate of the excess purchase price over the fair value of net assets acquired was \$12.5 million, of which \$8.6 million and \$3.9 million were preliminarily allocated to goodwill and intangibles, respectively. Goodwill of \$8.6 million is calculated as the excess of purchase price over the fair value of net assets, represents operational efficiencies and sales synergies, and is not expected to be fully tax-deductible. The intangible assets will be amortized over an estimated weighted average amortization period of 11 years. Accrued acquisition-related costs are included in selling, general and administrative expense in our unaudited consolidated statements of operations and are immaterial for the period.

On February 1, 2016, we acquired all of the issued and outstanding shares of Trend for total consideration of approximately \$25.7 million, net of cash acquired. Trend is a leading manufacturer of doors and windows in Australia. The excess purchase price over the fair value of net assets acquired of \$3.6 million and \$6.7 million was allocated to goodwill and intangible assets, respectively. Goodwill of \$3.6 million is the excess of purchase price over the fair value of net assets acquired in business combinations and represents cost savings from reduced overhead and operational expenses by leveraging our manufacturing footprint, supply chain savings and sales synergies and is not expected to be fully tax-deductible. The intangible assets include technology, tradenames, trademarks, software, permits and customer relationships and are being amortized over a weighted average amortization period of 33 years. As of April 1, 2017, the purchase price allocation was considered complete. Acquisition-related costs of \$0.9 million were expensed as incurred and are included in selling, general and administrative expense in our unaudited consolidated statements of operations for the six months ended June 25, 2016.

In August 2016, we acquired all of the issued and outstanding shares of Breezway, headquartered in Brisbane, Australia for total consideration of approximately \$60.2 million, net of cash acquired. Breezway is a manufacturer of louver window systems for the residential and commercial window markets. Breezway's primary sales market is Australia and it also maintains a presence in Malaysia and Hawaii. The acquisition of Breezway is expected to strengthen our position in the Australian window market and expand our product portfolio with new and innovative window designs as well as other complementary products.

The results of Mattioli, Trend and Breezway are included in our unaudited consolidated financial statements from the date of their acquisition.

Note 3. Discontinued Operations and Divestitures

Our discontinued operations consisted primarily of our Silver Mountain resort and real estate located in Idaho which was sold in November 2016 and was included in our Corporate and unallocated cost segment's assets presented in the accompanying unaudited consolidated financial statements. The results of these operations have been removed from the results of continuing operations for all periods presented. As of December 31, 2016, there are no remaining assets or liabilities of discontinued operations separately presented in the unaudited consolidated balance sheets.

The results of discontinued operations including the gains on sale of discontinued operations are summarized as follows:

(amounts in thousands)	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
Net revenues	\$ —	\$ 1,487	\$ —	\$ 5,120
Loss before tax and non-controlling interest	—	(903)	—	(104)
Loss from discontinued operations, net of tax	—	(618)	—	(104)

Note 4. Accounts Receivable

We sell our manufactured products to a large number of customers, primarily in the residential housing construction and remodel sectors, broadly dispersed across many domestic and foreign geographic regions. We perform ongoing credit evaluations of our customers to minimize credit risk. We do not usually require collateral for accounts receivable but will require advance payment, guarantees, a security interest in the products sold to a customer, and/or letters of credit in certain situations. Customer accounts receivable converted to notes receivable are primarily collateralized by inventory or other collateral. As of July 1, 2017 and December 31, 2016, we had an allowance for doubtful accounts of \$4.2 million and \$3.8 million, respectively.

Note 5. Inventories

Inventories are stated at net realizable value. Finished goods and work-in-process inventories include material, labor and manufacturing overhead costs.

(amounts in thousands)	July 1, 2017	December 31, 2016
Raw materials	\$ 245,439	\$ 233,730
Work in process	36,301	30,202
Finished goods	93,797	70,702
Inventories	<u>\$ 375,537</u>	<u>\$ 334,634</u>

Note 6. Property and Equipment, Net

(amounts in thousands)	July 1, 2017	December 31, 2016
Property and equipment	\$ 1,775,827	\$ 1,712,682
Accumulated depreciation	(1,067,251)	(1,008,031)
Property and equipment, net	<u>\$ 708,576</u>	<u>\$ 704,651</u>

We monitor all property, plant and equipment for any indicators of potential impairment. We recorded no impairment charges during the three and six months ended July 1, 2017 and \$0.3 million and \$0.9 million during the three and six months ended June 25, 2016, respectively.

Build-to-Suit Lease – In November of 2016, the Company entered into a build-to-suit arrangement for a corporate headquarters facility in Charlotte, North Carolina. The lease commences upon completion of construction which is anticipated to be early 2018. In accordance with ASC 840, Leases, for build-to-suit arrangements where the Company is involved in the construction of structural improvements prior to the commencement of the lease or takes some level of construction risk, the Company is considered the accounting owner of the assets and land during the construction period. Accordingly, during construction activities, the Company recorded a Construction in progress asset within Property and equipment and a corresponding liability for contributions by the landlord toward construction. Once the construction is completed, if the lease meets certain “sale-leaseback” criteria, the Company will remove the asset and related financial obligation from the Consolidated Balance Sheet and treat the building lease as either an operating or capital lease. If upon completion of construction, the lease does not meet the “sale-leaseback” criteria, the build-to-suit asset will be depreciated over its estimated useful life and lease payments will be applied as debt service against the liability. As of July 1, 2017, \$9.5 million of build-to-suit assets is included in Property and equipment, net, and the corresponding financial obligation of \$9.5 million in deferred credits and other long-term liabilities in the accompanying unaudited consolidated balance sheet.

Depreciation expense was recorded as follows:

(amounts in thousands)	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
Cost of sales	\$ 19,076	\$ 19,368	\$ 37,971	\$ 37,961
Selling, general and administrative	1,844	1,806	3,934	3,724
	<u>\$ 20,920</u>	<u>\$ 21,174</u>	<u>\$ 41,905</u>	<u>\$ 41,685</u>

Note 7. Goodwill

The following table summarizes the changes in goodwill by reportable segment:

(amounts in thousands)	North America	Europe	Australasia	Total Reportable Segments
Balance as of January 1	\$ 187,376	\$ 229,112	\$ 69,567	\$ 486,055
Acquisitions	—	8,569	—	8,569
Currency translation	225	19,733	4,330	24,288
Balance at end of period	<u>\$ 187,601</u>	<u>\$ 257,414</u>	<u>\$ 73,897</u>	<u>\$ 518,912</u>

Note 8. Warranty Liability

Warranty terms range primarily from one year to lifetime on certain window and door components. Warranties are normally limited to replacement or service of defective components for the original customer. Some warranties are transferable to subsequent owners, and are either limited to ten years from the date of manufacture, or require pro-rata payments from the customer. A provision for estimated warranty costs is recorded at the time of sale based on historical experience, and we periodically adjust these provisions to reflect actual experience.

An analysis of our warranty liability is as follows:

(amounts in thousands)	July 1, 2017	June 25, 2016
Balance as of January 1	\$ 45,398	\$ 44,891
Current period expense	11,928	11,014
Liabilities assumed due to acquisition	—	16
Experience adjustments	674	(1,271)
Payments	(11,834)	(7,535)
Currency translation	529	530
Balance at end of period	<u>46,695</u>	<u>47,645</u>
Current portion	<u>(19,630)</u>	<u>(16,962)</u>
Long-term portion	<u>\$ 27,065</u>	<u>\$ 30,683</u>

The most significant component of our warranty liability is in the North America segment which totaled \$42.1 million at July 1, 2017 after discounting future estimated cash flows at rates between 0.76% and 4.75% . Without discounting, the liability would have been higher by approximately \$2.2 million . During the second quarter of 2016, we recorded an out-of-period adjustment which increased our warranty expense and reserve by approximately \$2.5 million . The current and long-term portions of the warranty liability are included in accrued expenses and other current liabilities, and deferred credits and other liabilities, respectively, in the accompanying unaudited consolidated balance sheets.

Note 9. Notes Payable and Long-Term Debt

As of July 1, 2017 and December 31, 2016 , notes payable consisted of the following and are included in notes payable and current maturities of long-term debt in the accompanying unaudited consolidated balance sheets:

(amounts in thousands)	July 1, 2017 Interest Rate	July 1, 2017	December 31, 2016
Variable rate industrial revenue bonds	1.10% - 1.25%	\$ 105	\$ 205

As of July 1, 2017 and December 31, 2016 , our long-term debt, net of original issue discount and unamortized debt issuance costs, consisted of the following:

(amounts in thousands)	July 1, 2017 Effective Interest Rate	July 1, 2017	December 31, 2016
Revolving credit facility	2.50%	\$ 835	\$ 742
Term loan, net of original discount of \$6,526 and \$8,086, respectively	4.30%	1,223,929	1,603,551
Mortgage notes	1.15%	31,977	29,505
Installment notes	2.90% - 6.38%	4,144	5,880
Installment notes for stock	3.00% - 3.75%	2,078	3,260
Unamortized debt issuance costs		(17,236)	(23,108)
		1,245,727	1,619,830
Current maturities of long-term debt		(14,490)	(19,826)
Long-term debt		\$ 1,231,237	\$ 1,600,004

In January 2015 , we entered into a new €39.0 million committed Euro Revolving Facility that matures in January 2019 . The revolving credit facility bears interest at the IBOR (subject to a floor of 0.00%) + 2.50% . The agreement requires that we maintain certain financial ratios, including an interest coverage ratio and a leverage ratio.

Subsequent to our IPO, we prepaid \$375.0 million of outstanding principal under our Term Loan Facility. As a result of this prepayment, we recorded interest expense due to the write-off of a portion of the unamortized debt issuance costs of approximately \$6.1 million and a portion of the original issue discount of approximately \$0.9 million associated with the Term Loan Facility.

On March 7, 2017, we amended our Term Loan Facility to reduce the interest rate applicable to the term loans outstanding under the credit agreement. Pursuant to the amendment, certain lenders under the credit agreement converted their 2016 Term Loans into Amended Term Loans in an aggregate amount, along with additional Amended Term Loans advanced by a replacement lender, of approximately \$1.237 billion . The proceeds of the Amended Term Loans advanced by the replacement lender were used to prepay in full all of the 2016 Term Loans that were not converted into Amended Term Loans. Under the amendment, the rate at which Amended Term Loans bear interest is LIBOR (subject to a floor of 1.00%) plus a margin of 2.75% to 3.00% , depending on our net leverage ratio. In addition, the amendment removes the cap on the amount of cash used in the calculation of net debt. We incurred \$1.1 million of debt issuance costs related to the 2017 term loan amendment, which is included as an offset to long-term debt in the accompanying unaudited consolidated balance sheets. Furthermore, the amendment requires that 0.25% (or \$3.1 million) of the aggregate principal amount of the Amended Term Loans be repaid quarterly prior to the final maturity date, resulting in an outstanding principal balance, net of original discount, of \$1,223.9 million on July 1, 2017 .

The Amended Term Loans are secured by the same collateral and guaranteed by the same guarantors as the 2016 Term Loans. The other terms of the Amended Term Loans are also generally the same as the terms of the 2016 Term Loans including maturity and payment terms.

At July 1, 2017, we had combined borrowing availability of \$300.3 million under our revolving facilities. As of July 1, 2017 and December 31, 2016, we were in compliance with the terms of all of our Credit Facilities.

Note 10. Income Taxes

The effective income tax rate for continuing operations was 27.9% for the three and six months ended July 1, 2017 compared to (30.6)% and (23.4)% for the three and six months ended June 25, 2016, respectively. In accordance with ASC 740-270, we recorded tax expense of \$17.7 million and \$20.0 million from continuing operations in the three and six months ended July 1, 2017, respectively, compared to a tax benefit of \$15.7 million and \$13.6 million for the corresponding periods ended June 25, 2016, by applying an estimated annual effective tax rate to our year-to-date income for includable entities during the respective periods. The application of the estimated annual effective tax rate in interim periods may result in a significant variation in the customary relationship between income tax expense and pretax accounting income due to the seasonality of our global business. Entities which are currently generating losses and for which there is a full valuation allowance are excluded from the worldwide effective tax rate calculation and are calculated separately. The impact of significant discrete items is separately recognized in the quarter in which they occur. The tax benefit related to discrete items included in the tax provision for continuing operations for the three and six months ended July 1, 2017 was \$1.0 million and \$1.3 million, respectively, compared to a tax benefit of \$26.1 million and \$25.1 million for the three and six months ended June 25, 2016. The discrete amounts for the three and six months ended July 1, 2017 were comprised primarily of tax benefits attributable to a tax effect of deductions in excess of share-based compensation cost. The discrete amounts for the three and six months ended June 25, 2016 were comprised primarily of a net release of our valuation allowance of \$22.8 million and recognition of additional deferred tax assets related to the UK of \$2.5 million.

The effective tax rate for discontinued operations was 31.6% and 0.0% for the three and six months ended June 25, 2016.

Under ASC 740-10, we provide for uncertain tax positions and the related interest expense by adjusting unrecognized tax benefits and accrued interest accordingly. We recognize potential interest and penalties related to unrecognized tax benefits in income tax expense. We had unrecognized tax benefits of \$11.6 million as of July 1, 2017 and December 31, 2016.

Note 11. Segment Information

We report our segment information in the same way management internally organizes the business in assessing performance and making decisions regarding allocation of resources in accordance with ASC 280-10- *Segment Reporting*. We determined that we have three reportable segments, organized and managed principally by geographic region. Our reportable segments are North America, Europe and Australasia. We report all other business activities in Corporate and unallocated costs. Factors considered in determining the three reportable segments include the nature of business activities, the management structure accountable directly to the CODM for operating and administrative activities, the discrete financial information available and the information presented to the CODM. Management reviews net revenues and Adjusted EBITDA (as defined below) to evaluate segment performance and allocate resources. We define Adjusted EBITDA as net income (loss), as adjusted for the following items: income (loss) from discontinued operations, net of tax; gain (loss) on sale of discontinued operations, net of tax; equity earnings (loss) of non-consolidated entities; income tax (expense) benefit; depreciation and intangible amortization; interest expense, net; impairment and restructuring charges; (gain) loss on sale of property and equipment; share-based compensation expense; non-cash foreign exchange transaction/translation (income) loss; other non-cash items; other items; and costs related to debt restructuring and debt refinancing.

The following tables set forth certain information relating to our segments' operations. We revised total net revenues and elimination of intersegment net revenues for our North America and Australasia segments to eliminate an inconsistency in the presentation of intersegment net revenues to properly reflect only sales between segments for all of our segments. There are no changes to net revenues from external customers by segment or in total. These corrections were not material to the prior periods presented.

<u>(amounts in thousands)</u>	<u>North America</u>	<u>Europe</u>	<u>Australasia</u>	<u>Total Operating Segments</u>	<u>Corporate and Unallocated Costs</u>	<u>Total Consolidated</u>
Three Months Ended July 1, 2017						
Total net revenues	\$ 552,246	\$ 259,426	\$ 140,693	\$ 952,365	\$ —	\$ 952,365
Elimination of intersegment net revenues	(561)	(537)	(2,531)	(3,629)	—	(3,629)
Net revenues from external customers	\$ 551,685	\$ 258,889	\$ 138,162	\$ 948,736	\$ —	\$ 948,736
Impairment and restructuring charges	99	451	—	550	4	554
Adjusted EBITDA	79,830	37,065	17,335	134,230	(8,903)	125,327

Three Months Ended June 25, 2016

Total net revenues	\$ 568,056	\$ 267,231	\$ 132,458	\$ 967,745	\$ —	\$ 967,745
Elimination of intersegment net revenues	(621)	(456)	(2,060)	(3,137)	—	(3,137)
Net revenues from external customers	\$ 567,435	\$ 266,775	\$ 130,398	\$ 964,608	\$ —	\$ 964,608
Impairment and restructuring charges	673	1,114	86	1,873	246	2,119
Adjusted EBITDA	75,786	34,290	14,239	124,315	(11,568)	112,747

<u>(amounts in thousands)</u>	<u>North America</u>	<u>Europe</u>	<u>Australasia</u>	<u>Total Operating Segments</u>	<u>Corporate and Unallocated Costs</u>	<u>Total Consolidated</u>
Six Months Ended July 1, 2017						
Total net revenues	\$ 1,036,810	\$ 502,094	\$ 265,035	\$ 1,803,939	\$ —	\$ 1,803,939
Elimination of intersegment net revenues	(1,028)	(883)	(5,505)	(7,416)	—	(7,416)
Net revenues from external customers	\$ 1,035,782	\$ 501,211	\$ 259,530	\$ 1,796,523	\$ —	\$ 1,796,523
Impairment and restructuring charges	335	1,324	—	1,659	97	1,756
Adjusted EBITDA	130,008	64,270	30,584	224,862	(18,573)	206,289

Six Months Ended June 25, 2016

Total net revenues	\$ 1,028,822	\$ 504,628	\$ 232,015	\$ 1,765,465	\$ —	\$ 1,765,465
Elimination of intersegment net revenues	(1,162)	696	(3,844)	(4,310)	—	(4,310)
Net revenues from external customers	\$ 1,027,660	\$ 505,324	\$ 228,171	\$ 1,761,155	\$ —	\$ 1,761,155
Impairment and restructuring charges	2,550	1,881	169	4,600	500	5,100
Adjusted EBITDA	107,485	58,986	23,158	189,629	(15,726)	173,903

Reconciliations of net income to Adjusted EBITDA are as follows:

(amounts in thousands)	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
Net income	\$ 46,778	\$ 66,890	\$ 53,206	\$ 72,935
Earnings from discontinued operations, net of tax	—	618	—	104
Equity earnings of non-consolidated entities	(1,073)	(487)	(1,554)	(1,252)
Income tax expense (benefit)	17,703	(15,713)	19,955	(13,616)
Depreciation and intangible amortization	25,990	26,357	53,052	52,049
Interest expense, net ^(a)	17,547	18,167	44,439	35,178
Impairment and restructuring charges ^(b)	577	5,278	1,757	8,178
(Gain) loss on sale of property and equipment	(34)	301	(77)	(3,343)
Stock-based compensation expense	5,339	5,532	10,783	10,617
Non-cash foreign exchange transaction/translation loss	2,754	1,784	7,114	6,767
Other non-cash items ^(c)	(16)	2,602	(15)	3,027
Other items ^(d)	9,754	1,419	17,341	3,249
Costs relating to debt restructuring and debt refinancing ^(e)	8	(1)	288	10
Adjusted EBITDA	\$ 125,327	\$ 112,747	\$ 206,289	\$ 173,903

- (a) Interest expense for the six months ended July 1, 2017 includes \$7,002 related to the write-off of a portion of the unamortized debt issuance costs and original issue discount associated with the Term Loan Facility.
- (b) Impairment and restructuring charges above include charges relating to inventory and/or manufacturing of our products that are included in cost of sales in the accompanying unaudited consolidated statements of operations. See Note 16- *Impairment and Restructuring Charges of Continuing Operations* included elsewhere in this Form 10-Q.
- (c) Other non-cash items include; (i) in the three months ended June 25, 2016, (1) \$2,550 out-of-period charge for European warranty liability adjustment; and (ii) in the six months ended June 25, 2016, (1) \$2,550 out-of-period charge for European warranty liability adjustment, and (2) charges of \$357 for Trend PPA inventory valuation adjustment.
- (d) Other items not core to business activity include: (i) in the three months ended July 1, 2017, (1) \$7,766 in legal costs, (2) \$1,026 in secondary offering costs and (3) \$665 in legal entity consolidation costs; (ii) in the three months ended June 25, 2016, (1) \$351 professional fees related to the IPO process, (2) \$251 related to a legal settlement accrual for CMI, (3) \$216 of non-recurring audit fees, and (4) \$165 in acquisition costs; (iii) in the six months ended July 1, 2017, (1) \$15,762 in legal costs, (2) \$(2,247) gain on settlement of contract escrow, (3) \$1,026 secondary offering costs, (4) \$811 in legal entity consolidation costs, (5) \$643 in facility shut down costs, and (6) \$348 in IPO costs; and (iv) in the six months ended June 25, 2016, (1) \$1,033 in acquisition costs, (2) \$351 of professional fees related to IPO process, (3) \$330 in Dooria plant closure costs, (4) \$251 related to a legal settlement accrual for CMI, (5) \$237 of tax consulting costs in Europe, and (6) \$216 of non-recurring audit fees.
- (e) Includes non-recurring fees and expenses related to professional advisors retained in connection with the refinancing of our debt obligations.

Note 12. Series A Convertible Preferred Shares

Prior to the IPO, we had the authority to issue up to 8,750,000 shares of preferred stock, par value of \$0.01, of which 8,749,999 shares were designated as Series A Convertible Preferred Stock and one share was designated as Series B Preferred Stock. Series A Convertible Preferred Stock consisted of 2,922,634 shares of Series A-1 Stock, 208,760 shares of Series A-2 Stock, 843,132 shares of Series A-3 Stock, and 4,775,473 shares of Series A-4 Stock. At December 31, 2016, all of the authorized shares of Series A-1, Series A-2, and Series A-3 Stock and one Series B Stock were issued and outstanding.

Immediately prior to the closing of our IPO, the outstanding shares and accumulated and unpaid dividends of the Series A Convertible Preferred Stock converted into 64,211,172 common shares by applying the applicable conversion rates as prescribed in our then-existing certificate of incorporation.

Note 13. Capital Stock

On February 1, 2017, immediately prior to the closing of the IPO, the Company filed its Charter with the Secretary of State of the State of Delaware, and the Company's Bylaws became effective, each as contemplated by the registration statement we filed as part of our IPO. The Charter, among other things, provides that the Company's authorized capital stock consists of 900,000,000 shares of common stock, par value \$0.01 per share and 90,000,000 shares of preferred stock, par value \$0.01 per share.

Preferred Stock - Our Board of Directors is authorized to issue Preferred Stock from time to time in one or more series and with such rights, privileges, and preferences as the Board of Directors shall from time to time determine. We have not issued any shares of preferred stock.

Common Stock - As of December 31, 2016, we were governed by our pre-IPO charter, which provided the authority to issue 22,810,000 shares of common stock, with a par value of \$0.01 per share, of which 22,379,800 shares were designated common stock and 430,200 shares were designated as Class B-1 Common Stock. On January 3, 2017, our pre-IPO charter was amended authorizing us to issue 904,732,200 shares of common stock, with a par value of \$0.01 per share, of which 900,000,000 shares were designated common stock and 4,732,200 shares were designated as Class B-1 Common Stock. Each share of common stock (whether common stock or Class B-1 Common Stock) had the same rights, privileges, interest and attributes and was subject to the same limitations as every other share treating the Class B-1 Common Stock on an as-converted basis. Each share of Class B-1 Common Stock was convertible at the option of the holder into shares of common stock at the same ratio on the date of conversion as a share of Series A-1 Stock would have been convertible on such date of conversion, assuming that no cash dividends had been paid on the Series A-1 Stock (or its predecessor security) since the date of initial issuance. Immediately prior to the closing of our IPO, all of the outstanding shares of Class B-1 Common Stock were converted into 309,404 common shares of common stock.

Common stock includes the basis of shares outstanding plus amounts recorded as additional paid-in capital. A summary of activity for common and Class B-1 Common Stock outstanding for the six months ended July 1, 2017 is as follows:

	Common	B-1 Common
Beginning shares outstanding	17,894,393	177,221
Shares issued	22,508,739	—
Shares converted	64,520,576	(177,221)
Ending shares outstanding	104,923,708	—

Shares outstanding above excludes the shares issued to the Employee Benefit Trust that are considered similar to treasury shares and total 193,941 shares at both July 1, 2017 and December 31, 2016 with a total original issuance value of \$12.4 million.

On February 1, 2017, we closed our IPO and received \$480.3 million in proceeds, net of underwriting discounts and commissions. Costs associated with our initial public offering of \$7.9 million, including \$5.9 million of capitalized costs included in "other assets" as of December 31, 2016 in the accompanying unaudited consolidated balance sheets, were charged to equity upon completion of the IPO.

Note 14. Earnings (Loss) Per Share

Basic earnings per share is calculated by dividing net earnings attributable to common shareholders by the weighted average shares outstanding during the period, without consideration for common stock equivalents. Diluted net earnings per share is calculated by adjusting weighted average shares outstanding for the dilutive effect of common share equivalents outstanding for the period, determined using the treasury-stock method. Series A Stock, common stock options, Class B-1 Common Stock options, and unvested Common Restricted Stock Units are considered to be common stock equivalents included in the calculation of diluted net income (loss) per share.

The basic and diluted income (loss) per share calculations for the three and six months ended July 1, 2017 and June 25, 2016 are presented below (in thousands, except share and per share amounts).

	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
Earnings (loss) per share basic:				
Income from continuing operations	\$ 45,705	\$ 67,021	\$ 51,652	\$ 71,787
Equity earnings of non-consolidated entities	1,073	487	1,554	1,252
Income from continuing operations and equity earnings of non- consolidated entities	46,778	67,508	53,206	73,039
Undeclared Series A Convertible Preferred Stock dividends	—	(28,001)	(10,462)	(54,407)
Deemed Dividend on Series A Convertible Preferred Stock from Settlement Agreement	—	(23,701)	—	(23,701)
Income (loss) attributable to common shareholders from continuing operations	46,778	15,806	42,744	(5,069)
Loss from discontinued operations, net of tax	—	(618)	—	(104)
Net income (loss) attributable to common shareholders - basic	<u>\$ 46,778</u>	<u>\$ 15,188</u>	<u>\$ 42,744</u>	<u>\$ (5,173)</u>
Weighted average outstanding shares of common stock basic	104,794,294	17,972,977	89,544,882	17,956,433
Basic income (loss) per share				
Income (loss) from continuing operations	\$ 0.45	\$ 0.88	\$ 0.48	\$ (0.28)
Loss from discontinued operations	\$ —	\$ (0.03)	\$ —	\$ (0.01)
Net income (loss) per share	<u>\$ 0.45</u>	<u>\$ 0.85</u>	<u>\$ 0.48</u>	<u>\$ (0.29)</u>
	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
Earnings (loss) per share diluted:				
Net income (loss) attributable to common shareholders - basic	\$ 46,778	\$ 15,188	\$ 42,744	\$ (5,173)
Undeclared Series A Convertible Preferred Stock dividends	—	28,001	—	—
Deemed Dividend on Series A Convertible Preferred Stock from Settlement Agreement	—	23,701	—	—
Net income (loss) attributable to common shareholders - diluted	<u>\$ 46,778</u>	<u>\$ 66,890</u>	<u>\$ 42,744</u>	<u>\$ (5,173)</u>
Weighted average outstanding shares of common stock basic	104,794,294	17,972,977	89,544,882	17,956,433
Dilutive convertible preferred stock	—	61,565,878	—	—
Restricted stock units and options to purchase common stock	4,291,835	3,408,229	4,188,768	—
Weighted average outstanding shares of common stock diluted	<u>109,086,129</u>	<u>82,947,084</u>	<u>93,733,650</u>	<u>17,956,433</u>
Dilutive income (loss) per share				
Income (loss) from continuing operations	\$ 0.43	\$ 0.82	\$ 0.46	\$ (0.28)
Loss from discontinued operations	\$ —	\$ (0.01)	\$ —	\$ (0.01)
Net income (loss) per share	<u>\$ 0.43</u>	<u>\$ 0.81</u>	<u>\$ 0.46</u>	<u>\$ (0.29)</u>

Prior to its conversion, our Class B-1 Common Stock was considered a participating security as defined by ASC 260. However, because the effect of utilizing the two-class method to allocate earnings to Class B-1 Common Stock outstanding on an as-converted basis had an immaterial effect on the income (loss) per share, we have elected to forgo the two-class method and separate presentation of income (loss) per share for each participating class of common stock.

The following table provides the securities that could potentially dilute basic earnings per share in the future, but were not included in the computation of diluted earnings per share because to do so would have been anti-dilutive:

	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
Series A Convertible Preferred Stock	—	—	—	43,719,775
Common Stock options	623,570	1,048,135	636,099	5,432,174
Restricted stock units	—	—	—	405,933

Note 15. Stock Compensation

Prior to the IPO, our Amended and Restated Stock Incentive Plan, the “Stock Incentive Plan”, allowed us to offer common options, B-1 common options and common RSUs for the benefit of our employees, affiliate employees and key non-employees. Under the Stock Incentive Plan, we can award up to an aggregate of 2,761,000 common shares and 4,732,200 B-1 common shares. The Stock Incentive Plan provides for accelerated vesting of awards upon the occurrence of certain events. Through December 31, 2016, we issued 5,156,976 options and 385,220 RSUs under the Stock Incentive Plan.

In connection with our IPO, the Board adopted and our shareholders approved the JELD-WEN Holding, Inc. 2017 Omnibus Equity Plan, the “Omnibus Equity Plan”. Under the Omnibus Equity Plan, equity awards may be made in respect of 7,500,000 shares of our common stock. Under the Omnibus Equity Plan, awards may be granted in the form of options, restricted stock, RSUs, stock appreciation rights, dividend equivalent rights, share awards and performance-based awards (including performance share units and performance-based restricted stock).

	Three Months Ended			
	July 1, 2017		June 25, 2016	
	Shares	Weighted Average Exercise Price Per Share	Shares	Weighted Average Exercise Price Per Share
Options granted	13,422	\$ 32.79	151,800	\$ 42.55
Options canceled	63,861	16.29	97,207	15.50
Options exercised	320,190	13.20	26,312	18.87
	July 1, 2017		June 25, 2016	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
RSUs granted - employee	6,659	\$ 31.95	16,500	\$ 30.60

	Six Months Ended			
	July 1, 2017		June 25, 2016	
	Shares	Weighted Average Exercise Price Per Share	Shares	Weighted Average Exercise Price Per Share
Options granted	492,597	\$ 27.73	367,400	\$ 37.13
Options canceled	141,153	14.58	200,376	16.07
Options exercised	375,568	13.07	41,646	19.32
	July 1, 2017		June 25, 2016	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
RSUs granted - non-employee directors	21,198	\$ 31.13	—	\$ —
RSUs granted - employee	146,102	27.79	27,500	28.14

Our stock-based compensation expense was \$5.3 million and \$10.8 million for the three and six months ended July 1, 2017 , respectively and \$5.5 million and \$10.6 million in the corresponding periods ended June 25, 2016 . As of July 1, 2017, there was \$27.7 million of total unrecognized compensation expense related to non-vested share-based compensation arrangements. This cost is expected to be recognized over the remaining weighted-average vesting period of 1.6 years.

Note 16. Impairment and Restructuring Charges

Closure costs and impairment charges for operations not qualifying as discontinued operations are classified as impairment and restructuring charges in our unaudited consolidated statements of operations. In the second quarter of 2017, we incurred impairment and restructuring costs of \$0.6 million , primarily related to ongoing restructuring costs in our Europe segment. In the second quarter of 2016, we incurred impairment and restructuring costs of \$2.1 million , including \$1.1 million of restructuring costs in Europe related to the closure of a manufacturing plant in Sweden and restructuring of corporate personnel.

In the first quarter of 2017, we incurred impairment and restructuring costs of \$1.2 million , primarily related to ongoing restructuring costs in our Europe segment. In the first quarter of 2016, we incurred impairment and restructuring costs of \$3.0 million , primarily related to ongoing global personnel restructuring.

The table below summarizes the amounts included in impairment and restructuring charges in the accompanying unaudited consolidated statements of operations:

	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
(amounts in thousands)				
Impairments	\$ —	\$ 290	\$ —	\$ 895
Restructuring charges, net of fair value adjustment gains	554	1,829	1,756	4,205
Total impairment and restructuring charges	\$ 554	\$ 2,119	\$ 1,756	\$ 5,100

Short-term restructuring accruals are recorded in accrued expenses and totaled \$1.0 million and \$1.5 million as of July 1, 2017 and December 31, 2016 , respectively. Long-term restructuring accruals are recorded in deferred credits and other liabilities and totaled \$3.4 million and \$3.6 million as of July 1, 2017 and December 31, 2016 , respectively.

The following is a summary of the restructuring accruals recorded and charges incurred:

	Beginning Accrual Balance	Additions Charged to Expense	Payments or Utilization	Ending Accrual Balance
(amounts in thousands)				
July 1, 2017				
Severance and sales restructuring costs	\$ 836	\$ 993	\$ (1,163)	\$ 666
Disposal of property and equipment	—	113	(113)	—
Lease obligations and other	4,183	650	(1,105)	3,728
	\$ 5,019	\$ 1,756	\$ (2,381)	\$ 4,394
June 25, 2016				
Severance and sales restructuring costs	\$ 5,424	\$ 3,358	\$ (4,994)	\$ 3,788
Disposal of property and equipment	—	(49)	49	—
Lease obligations and other	3,083	896	(1,183)	2,796
	\$ 8,507	\$ 4,205	\$ (6,128)	\$ 6,584

Note 17. Other Income (Expense)

	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
(amounts in thousands)				
Foreign currency losses	\$ (3,096)	\$ (1,621)	\$ (8,749)	\$ (4,891)
Legal settlement income	14	1,545	31	1,460
(Loss) gain on sale of property and equipment	(58)	(337)	(106)	3,216
Settlement of contract escrow	—	—	2,247	—
Other items	375	918	1,213	1,444
	<u>\$ (2,765)</u>	<u>\$ 505</u>	<u>\$ (5,364)</u>	<u>\$ 1,229</u>

Note 18. Derivative Financial Instruments

All derivatives are recorded as assets or liabilities in the unaudited consolidated balance sheets at their respective fair values. For derivatives that qualify for hedge accounting, changes in the fair value related to the effective portion of the hedge are recognized in earnings at the same time as either the change in fair value of the underlying hedged item or the effect of the hedged item's exposure to the variability of cash flows. Changes in fair value related to the ineffective portion of the hedge are recognized immediately in earnings. Changes in the fair value of derivatives that do not qualify for hedge accounting, or fail to meet the criteria thereafter, are also recognized in the unaudited consolidated statements of operations.

Foreign currency derivatives – We are exposed to the impact of foreign currency fluctuations in certain countries in which we operate. In most of these countries, the exposure to foreign currency movements is limited because the operating revenues and expenses of our business units are substantially denominated in the local currency. To the extent borrowings, sales, purchases or other transactions are not executed in the local currency of the operating unit, we are exposed to foreign currency risk. In order to mitigate the exposure, we enter into a variety of foreign currency derivative contracts, such as forward contracts, option collars and cross-currency swaps. We use foreign currency derivative contracts, with a total notional amount of \$157.0 million, in order to manage the effect of exchange fluctuations on forecasted sales, purchases, acquisitions, inventory and capital expenditures and certain intercompany transactions that are denominated in foreign currencies. We use foreign currency derivative contracts, with a total notional amount of \$71.6 million, to hedge the effects of translation gains and losses on intercompany loans and interest. We also use foreign currency derivative contracts, with a total notional amount of \$180.4 million, to mitigate the impact to the consolidated earnings of the Company from the effect of the translation of certain subsidiaries' local currency results into U.S. dollars. We do not use derivative financial instruments for trading or speculative purposes. Hedge accounting has not been elected for any foreign currency derivative contracts. We record mark-to-market changes in the values of these derivatives in other (expense) income. We recorded mark-to-market losses of \$3.1 million and \$11.7 million, in the three and six months ended July 1, 2017, respectively and \$1.5 million and \$8.5 million in the corresponding periods ended June 25, 2016.

Interest rate swap derivatives – We are exposed to interest rate risk in connection with our variable rate long-term debt. During the fourth quarter of 2014, we entered into interest rate swap agreements to manage this risk. These interest rate swaps mature in September 2019 with half of the \$488.3 million amortized aggregate notional amount having become effective in September 2015, and the other half having become effective in September 2016. On July 1, 2015, we amended our \$775.0 million Term Loan Facility, and we received an additional \$480.0 million in long-term borrowings. In conjunction with the issuance of the Incremental Term Loan debt, we entered into additional interest rate swap agreements to manage our increased exposure to the interest rate risk associated with variable rate long-term debt. The additional interest rate swaps mature in September 2019 with half of the \$426.0 million aggregate notional amount having become effective in June 2016 and the other half having become effective in December 2016.

The interest rate swap agreements are designated as cash flow hedges and effectively change the LIBOR-based portion of the interest rate (or “base rate”) on a portion of the debt outstanding under our Term Loan Facility to the weighted average fixed rates per the time frames below:

Period	Notional ⁽¹⁾	Weighted Average Rate
	(amounts in thousands)	
December 2015 - June 2016	\$273,000	1.997%
June 2016 - September 2016	\$486,000	2.054%
September 2016 - December 2016	\$759,000	2.161%
December 2016 - December 2017	\$914,250	2.188%
December 2017 - December 2018	\$825,000	2.190%
December 2018 - September 2019	\$707,250	2.192%

(1) Aggregate notional amounts in effect during the period shown.

The cumulative pre-tax mark-to-market loss of \$9.9 million relating to these interest rate contracts was recorded in consolidated other comprehensive income (loss) at July 1, 2017 as no portion was deemed ineffective. We recorded \$2.4 million and \$5.1 million of interest expense deriving from the interest rate swaps that were in effect during the three and six months ended July 1, 2017, respectively, and \$0.7 million and \$1.3 million in the corresponding periods ended June 25, 2016.

The agreements with our counterparties contain a provision where we could be declared in default on our derivative obligations if we either default or, in certain cases, are capable of being declared in default on any of our indebtedness greater than specified thresholds. These agreements also contain a provision where we could be declared in default subsequent to a merger or restructuring type event if the creditworthiness of the resulting entity is materially weaker.

The fair values of derivative instruments held as of July 1, 2017 and December 31, 2016 are as follows:

Asset derivatives			
(amounts in thousands)	Balance Sheet Location	July 1, 2017	December 31, 2016
Derivatives not designated as hedging instruments:			
Foreign currency forward contracts	Other current assets	\$ 1,359	\$ 6,309
Liability derivatives			
(amounts in thousands)	Balance Sheet Location	July 1, 2017	December 31, 2016
Derivatives designated as hedging instruments:			
Interest rate contracts	Accrued expenses and other current liabilities	\$ 6,457	\$ 9,050
	Deferred credits and other liabilities	\$ 3,478	\$ 3,878
Derivatives not designated as hedging instruments:			
Foreign currency forward contracts	Accrued expenses and other current liabilities	\$ 7,477	\$ 691

Note 19. Fair Value Measurements

We record financial assets and liabilities at fair value based on FASB guidance related to Fair Value Measurements. The guidance requires fair value to be determined based on the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date.

A valuation hierarchy consisting of three levels was established based on observable and non-observable inputs. The three levels of inputs are:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2 – Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-driven valuations whose significant inputs are observable or whose significant value drivers are observable.

Level 3 – Significant inputs to the valuation model that are unobservable.

The recorded fair value of these instruments were as follows:

July 1, 2017				
(amounts in thousands)	Level 1	Level 2	Level 3	Total Fair Value
Cash equivalents	\$ —	\$ 113,720	\$ —	\$ 113,720
Derivative assets, recorded in other current assets	—	1,359	—	1,359
Derivative liabilities, recorded in accrued expenses	—	(17,412)	—	(17,412)
Total	\$ —	\$ 97,667	\$ —	\$ 97,667

December 31, 2016				
(amounts in thousands)	Level 1	Level 2	Level 3	Total Fair Value
Cash equivalents	\$ —	\$ 6,059	\$ —	\$ 6,059
Derivative assets, recorded in other current assets	—	6,309	—	6,309
Derivative liabilities, recorded in accrued expenses	—	(13,619)	—	(13,619)
Total	\$ —	\$ (1,251)	\$ —	\$ (1,251)

Derivative assets and liabilities reported in level 2 include foreign currency contracts and interest rate swaps. The fair values of the foreign currency contracts were determined using counterparty quotes based on prevailing market data and derived from their internal, proprietary model-driven valuation techniques. The fair values of the interest rate swaps are based on models using observable inputs such as relevant published interest rates.

There were no non-financial assets and liabilities that are measured at fair value on a non-recurring basis as of July 1, 2017. The non-financial assets that are measured at fair value on a non-recurring basis as of December 31, 2016 are presented below.

December 31, 2016					
(amounts in thousands)	Level 1	Level 2	Level 3	Fair Value	Total Losses
Closed operations	\$ —	\$ —	\$ 1,445	\$ 1,445	\$ 1,602
Total	\$ —	\$ —	\$ 1,445	\$ 1,445	\$ 1,602

The valuation methodologies for the level 3 items are based primarily on internal cash flow projections.

Note 20. Fair Value of Financial Instruments

As part of our normal business activities we invest in financial assets and incur financial liabilities. Our recorded financial instruments consist primarily of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, notes receivable, notes payable and fair value of derivative instruments. The fair values of these financial instruments approximate their recorded values as of July 1, 2017 and December 31, 2016 due to their short-term nature, variable interest rates and mark to market accounting for derivative contracts. The fair values of long-term receivables were evaluated using a discounted cash flow analysis and long-term debt is valued using market price quotes. The fair value of long-term receivables approximated carrying values at both July 1, 2017 and December 31, 2016. Long-term debt indicated a fair value of \$10.8 million and \$22.0 million higher than the gross recorded value as of July 1, 2017 and December 31, 2016, respectively.

Note 21. Commitments and Contingencies

Litigation – We are involved in various legal proceedings encountered in the normal course of business and accrue for loss amounts on legal matters when it is probable a liability has been incurred and the amount of liability can be reasonably estimated. Legal judgments and estimated settlements have been included in accrued expenses in the accompanying unaudited consolidated balance sheets.

Other than as described below, as of July 1, 2017, there are no current proceedings or litigation matters involving the Company or its property that we believe could have a material adverse impact on our business, financial condition, results of operations or cash flows.

Steves and Sons, Inc. vs JELD-WEN – We sell molded door skins to certain customers pursuant to long-term contracts, and these customers in turn use the molded door skins to manufacture interior doors and compete directly against us in the marketplace. We have given notice of termination of one of these contracts and, on June 29, 2016, the counterparty to the contract, Steves, filed a claim against JWI in the U.S. District Court for the Eastern District of Virginia, Richmond Division. The complaint alleges that our acquisition of CMI, together with subsequent price increases and termination of the contract, violated antitrust laws and constituted a breach of contract, breach of warranty, and tort. The complaint seeks injunctive relief, ordinary and treble damages, and declaratory relief. We believe Steves' claims lack merit and intend to defend against this action vigorously.

ESOP - The JELD-WEN ESOP Plan, Administrative Committee, and individual trustees were sued by three separate groups of former employees and members of the ESOP for alleged violations relating to the management and distribution of the ESOP funds. These matters were pled as class actions and none of the cases were certified. In January 2015, we executed settlement agreements with applicable parties resulting in our recording \$5.0 million in settlement expense in June 2015. Pursuant to the agreements, we accrued a \$15.7 million liability to the plaintiffs in other accrued expenses and a \$10.7 million insurance receivable in accounts receivable. In June 2015, we paid all settlement funds into an escrow account. On October 19, 2015, the court provided final approval of the settlement in all respects. We received \$10.7 million from insurance carriers on December 1, 2016. All settlement funds have now been credited to claimant's respective accounts.

Self-Insured Risk – We self-insure substantially all of our domestic business liability risks including general liability, product liability, warranty, personal injury, auto liability, workers' compensation and employee medical benefits. Excess insurance policies from independent insurance companies generally cover exposures between \$3.0 million and \$250.0 million for domestic product liability risk and exposures between \$0.5 million and \$250.0 million for auto, general liability, personal injury and workers' compensation. We have no stop gap coverage on claims covered by our self-insured domestic employee medical plan and are responsible for all claims thereunder. We estimate our provision for self-insured losses based upon an evaluation of current claim exposure and historical loss experience. Actual self-insurance losses may vary significantly from these estimates. At July 1, 2017 and December 31, 2016, our accrued liability for self-insured risks was \$72.6 million and \$71.3 million, respectively.

Indemnifications – At July 1, 2017, we had commitments related to certain representations made on contracts for the purchase or sale of businesses or property. These representations primarily relate to past actions such as responsibility for transfer taxes if they should be claimed, and the adequacy of recorded liabilities, warranty matters, employment benefit plans, income tax matters or environmental exposures. These guarantees or indemnification responsibilities typically expire within one to three years. We are not aware of any material amounts claimed or expected to be claimed under these indemnities. From time to time and in limited geographic areas we have entered into agreements for the sale of our products to certain customers that provide additional indemnifications for liabilities arising from construction or product defects. We cannot estimate the potential magnitude of such exposures, but to the extent specific liabilities have been identified related to product sales, liabilities have been provided in the warranty accrual in the accompanying unaudited consolidated balance sheets.

Performance Bonds and Letters of Credit – At times, we are required to provide letters of credit, surety bonds or guarantees to customers, vendors and others. Stand-by letters of credit are provided to certain customers and counterparties in the ordinary course of business as credit support for contractual performance guarantees, advanced payments received from customers and future funding commitments. The outstanding performance bonds and stand-by letters of credit were as follows:

<u>(amounts in thousands)</u>	<u>July 1, 2017</u>	<u>December 31, 2016</u>
Self-insurance workers' compensation	\$ 21,072	\$ 18,514
Liability and other insurance	14,932	15,884
Environmental	14,186	14,086
Other	13,951	14,070
	<u>\$ 64,141</u>	<u>\$ 62,554</u>

Environmental Contingencies – We periodically incur environmental liabilities associated with remediating our current and former manufacturing sites as well as penalties for not complying with environmental rules and regulations. We record a liability for remediation costs when it is probable that we will be responsible for such costs and the costs can be reasonably estimated. These environmental liabilities are estimated based on current available facts and present laws and regulations. Accordingly, it is likely that adjustments to the estimated liabilities will be necessary as additional information becomes available. Short-term environmental liabilities and settlements are recorded in accrued expenses in the accompanying unaudited consolidated balance sheets and totaled \$0.5 million at both July 1, 2017 and December 31, 2016. Long-term environmental liabilities are recorded in deferred credits and other liabilities in the accompanying unaudited consolidated balance sheets and totaled \$0.1 million and \$0.0 million at July 1, 2017 and December 31, 2016, respectively.

Everett, Washington WADOE Action - In 2008, we entered into an Agreed Order with the WADOE to assess historic environmental contamination at our former manufacturing site in Everett, Washington. As part of this order, we also agreed to develop a CAP identifying remediation options and the feasibility thereof. We are currently working with WADOE to finalize our assessment and draft CAP. We estimate the remaining cost to complete our assessment and develop the CAP at \$0.5 million which we have fully accrued. We are working with insurance carriers who provided coverage to a previous owner and operator of the site, and at this time we cannot reasonably estimate the cost associated with any remedial action we would be required to undertake and have not provided for any remedial action in our accompanying unaudited consolidated financial statements. Should extensive remedial action ultimately be required, and if those costs are not found to be covered by insurance, the cost of remediation could have a material adverse effect on our results of operations and cash flows.

Everett, Washington NRD Action - In November 2014, we received a letter from the NRD, a federal agency, regarding a potential multi-party settlement of an impending damage claim related to historic environmental contamination on a site we sold in December 2013. In September 2015 we entered into a settlement agreement under which we will pay \$1.2 million to settle the claim. Of the \$1.2 million, the prior insurance carrier for the site has agreed to fund \$1.0 million of the settlement. All amounts related to the settlement are fully accrued, and we do not expect to incur any further significant loss related to the settlement of this matter.

Towanda, Pennsylvania Consent Order - In 2015, we entered into a COA with the Pennsylvania Department of Environmental Protection to remove a pile of wood fiber waste from our site in Towanda, Pennsylvania, which we acquired in connection with our acquisition of CMI in 2013, by using it as fuel for a boiler at that site. The COA replaced a 1995 Consent Decree between CMI's predecessor Masonite, Inc. and PaDEP. Under the COA, we are required to achieve certain periodic removal objectives and ultimately remove the entire pile by August 31, 2022. There is currently \$10.7 million in bonds collateralized in connection with these obligations. If we are unable to remove this pile by August 31, 2022, then the bonds will be forfeited and we may be subject to penalties by PaDEP. We currently anticipate meeting all applicable removal deadlines; however, if our operations at this site decrease and we burn less fuel than currently anticipated, then we may not be able to meet such deadlines.

Service Agreements – In February 2015, we entered into a strategic servicing agreement with a third party vendor to identify and execute cost reduction opportunities. The agreement provided for a tiered fee structure directly tied to cost savings realized. This contract terminated pursuant to its own terms on December 31, 2015, and we have accrued and will continue to incur fees associated with this agreement based upon realized cost savings from opportunities identified during the agreement.

Employee Stock Ownership Plan – We have historically provided cash to our U.S. ESOP plan in order to fund required distributions to participants through the repurchase of shares of our common stock. Following our February 2017 IPO, the value of a share of common stock held through the ESOP is now based on JELD-WEN’s public share price. We do not anticipate that JWH will fund future distributions.

Note 22. Employee Retirement and Pension Benefits

U.S. Defined Benefit Pension Plan

Certain U.S. hourly employees participate in our defined benefit pension plan. The plan is not open to new employees.

Beginning in 2017, the Company moved from utilizing a weighted average discount rate, which was derived from the yield curve used to measure the pension benefit obligation at the beginning of the period, to a spot yield rate curve to estimate the pension benefit obligation and net periodic benefits costs. The change in estimate provides a more accurate measurement of service and interest cost by applying the spot rate that could be used to settle each projected cash flow individually. This change in estimate did not have a material effect on net periodic benefit costs from the six months ended July 1, 2017.

The components of net periodic benefit cost are summarized as follows:

(amounts in thousands)	Three Months Ended		Six Months Ended	
	July 1, 2017	June 25, 2016	July 1, 2017	June 25, 2016
Components of pension benefit expense - U.S. benefit plan				
Service cost	\$ 825	\$ 800	\$ 1,650	\$ 1,600
Interest cost	3,350	4,100	6,700	8,200
Expected return on plan assets	(4,525)	(5,050)	(9,050)	(10,100)
Amortization of net actuarial pension loss	3,000	3,075	6,000	6,150
Pension benefit expense	\$ 2,650	\$ 2,925	\$ 5,300	\$ 5,850

There were no required contributions to our U.S. defined benefit pension plan, or “the Plan” during the three and six months ended July 1, 2017 and June 25, 2016 , and we did not make any voluntary contributions in either period. The Plan currently exceeds the Pension Protection Act of 2006 guidelines and expects to be in excess of the guidelines for the remainder of 2017.

Note 23. Supplemental Cash Flow Information

(amounts in thousands)	Six Months Ended	
	July 1, 2017	June 25, 2016
Non-cash Investing Activities:		
Property, equipment and intangibles purchased in accounts payable	\$ 8,731	\$ 2,730
Property and equipment purchased for debt	91	273
Customer accounts receivable converted to notes receivable	229	464
Non-cash Financing Activities:		
Prepaid insurance funded through short-term debt borrowings	\$ —	\$ 2,954
Costs associated with initial public offering formerly capitalized in prepaid expenses	5,857	—

Note 24. Subsequent Events

We have evaluated subsequent events from the balance sheet date through August 8, 2017 , and determined that there are no other items to disclose.

Note 25. Revision of Prior Period Financial Statements

During the three months ended April 1, 2017, we identified errors related to the tax treatment of our share-based compensation expense and the inter-quarter allocation of a tax benefit associated with the release of a valuation allowance in a foreign jurisdiction that were reported for the year ended December 31, 2016. In evaluating whether our previously issued consolidated financial statements were materially misstated, we considered the guidance in ASC Topic 250, *Accounting Changes and Error Corrections*, ASC Topic 270, *Interim Financial Reporting*, ASC Topic 250-S99-1, *Assessing Materiality*, and ASC Topic 250-S99-2, *Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements*. Based upon our evaluation of both quantitative and qualitative factors, we concluded that the effects of these errors and the other accumulated misstatements were not material individually or in the aggregate to our previously reported quarterly or annual periods for the year ended December 31, 2016. In addition, we also corrected the timing of other previously recorded immaterial out-of-period adjustments. As such, we will correct the applicable prior periods as such financial information is included in future filings with the SEC. The prior period financial statements included in this filing have been revised to reflect the correction of these errors and the other accumulated misstatements.

The effects of correcting the error and the other accumulated misstatements on our prior year's financial statements have been summarized below.

<u>(amounts in thousands, except per share data)</u>	December 31, 2016		
	As Reported	Adjustment	As Revised
<i>Consolidated Balance Sheet:</i>			
Accounts receivable	\$ 407,620	\$ (450)	\$ 407,170
Total current assets	875,810	(450)	875,360
Deferred tax assets	268,965	14,911	283,876
Intangible assets, net	117,795	(1,205)	116,590
Other assets	63,020	527	63,547
Total assets	2,516,296	13,783	2,530,079
Accrued expenses and other current liabilities	173,521	(294)	173,227
Total current liabilities	513,126	(294)	512,832
Total liabilities	2,323,417	(294)	2,323,123
Retained earnings	202,562	14,077	216,639
Total shareholders' equity	41,922	14,077	55,999
Total liabilities, convertible preferred shares, and shareholders' equity	2,516,296	13,783	2,530,079

(amounts in thousands, except per share data)	June 25, 2016		
	As Reported	Adjustment	As Revised
<i>Consolidated Balance Sheet:</i>			
Accounts receivable	\$ 473,187	\$ (274)	\$ 472,913
Total current assets	944,833	(274)	944,559
Deferred tax assets	55,007	(6,926)	48,081
Total assets	2,369,909	(7,200)	2,362,709
Accounts payable	210,798	373	211,171
Accrued expenses and other current liabilities	191,144	(551)	190,593
Total current liabilities	571,841	(178)	571,663
Total liabilities	2,025,339	(178)	2,025,161
APIC	98,464	540	99,004
Accumulated deficit	(74,452)	(7,562)	(82,014)
Total shareholders' deficit	(137,367)	(7,022)	(144,389)
Total liabilities, convertible preferred shares, and shareholders' equity	2,369,909	(7,200)	2,362,709

(amounts in thousands, except per share data)	Three months ended June 25, 2016		
	As Reported	Adjustment	As Revised
<i>Consolidated Statement of Operations:</i>			
Cost of sales	\$ 751,874	\$ 583	\$ 752,457
Gross margin	212,734	(583)	212,151
Selling, general and administrative	140,858	204	141,062
Operating income	69,757	(787)	68,970
Income before taxes, equity earnings and discontinued operations	52,095	(787)	51,308
Income tax benefit	22,197	(6,484)	15,713
Income from continuing operations, net of tax	74,292	(7,271)	67,021
Net income	74,161	(7,271)	66,890
Net income attributable to common shareholders	22,459	(7,271)	15,188
Weighted Average Common Shares *			
Basic	17,972,977		17,972,977
Diluted	82,947,084		82,947,084
Earnings per share from continuing operations:			
Basic	\$ 1.28	\$ (0.40)	\$ 0.88
Diluted	\$ 0.91	\$ (0.09)	\$ 0.82
Net earnings per share:			
Basic	\$ 1.25	\$ (0.40)	\$ 0.85
Diluted	\$ 0.90	\$ (0.09)	\$ 0.81
* Adjusted for 11 for 1 stock split			

	Six months ended June 25, 2016		
	As Reported	Adjustment	As Revised
(amounts in thousands, except per share data)			
<i>Consolidated Statement of Operations:</i>			
Cost of sales	\$ 1,390,298	\$ 583	\$ 1,390,881
Gross margin	370,857	(583)	370,274
Selling, general and administrative	272,450	604	273,054
Operating income	93,307	(1,187)	92,120
Income before taxes, equity earnings and discontinued operations	59,358	(1,187)	58,171
Income tax benefit	19,991	(6,375)	13,616
Income from continuing operations, net of tax	79,349	(7,562)	71,787
Net income	80,497	(7,562)	72,935
Net income (loss) attributable to common shareholders	2,389	(7,562)	(5,173)
Weighted Average Common Shares *			
Basic	17,956,433		17,956,433
Diluted	21,103,830		17,956,433
Earnings (loss) per share from continuing operations:			
Basic	\$ 0.14	\$ (0.42)	\$ (0.28)
Diluted	\$ 0.12	\$ (0.40)	\$ (0.28)
Net earnings (loss) per share:			
Basic	\$ 0.13	\$ (0.42)	\$ (0.29)
Diluted	\$ 0.12	\$ (0.41)	\$ (0.29)
* Adjusted for 11 for 1 stock split			

Consolidated Statement of Cash Flow

The error did not impact the subtotals for cash flows from operating activities, investing activities or financing activities for any of the periods affected.

Reconciliation of pre-tax net income (loss) to Note 11 - Segment Information, Adjusted EBITDA

(dollars in thousands)	Three months ended June 25, 2016		
	As Reported	Adjustment	As Revised
Net income	\$ 74,161	\$ (7,271)	\$ 66,890
Income tax (benefit) expense	(22,197)	6,484	(15,713)
Share-based compensation expense	5,392	140	5,532
Adjusted EBITDA	113,394	(647)	112,747

(dollars in thousands)	Six months ended June 25, 2016		
	As Reported	Adjustment	As Revised
Net income	\$ 80,497	\$ (7,562)	\$ 72,935
Income tax (benefit) expense	(19,991)	6,375	(13,616)
Share-based compensation expense	10,077	540	10,617
Adjusted EBITDA	174,550	(647)	173,903

Segment Information: Adjusted EBITDA

(dollars in thousands)	Three months ended June 25, 2016					
	North America	Europe	Australasia	Total Operating Segments	Corporate and Unallocated Costs	Total Consolidated
As Reported	\$ 75,786	\$ 34,290	\$ 14,239	\$ 124,315	\$ (10,921)	\$ 113,394
Adjustment	—	—	—	—	(647)	(647)
As Revised	\$ 75,786	\$ 34,290	\$ 14,239	\$ 124,315	\$ (11,568)	\$ 112,747

(dollars in thousands)	Six months ended June 25, 2016					
	North America	Europe	Australasia	Total Operating Segments	Corporate and Unallocated Costs	Total Consolidated
As Reported	\$ 107,485	\$ 58,986	\$ 23,158	\$ 189,629	\$ (15,079)	\$ 174,550
Adjustment	—	—	—	—	(647)	(647)
As Revised	\$ 107,485	\$ 58,986	\$ 23,158	\$ 189,629	\$ (15,726)	\$ 173,903

Item 2 - Management's Discussion and Analysis of Financial Condition and Results of Operations

FORWARD-LOOKING STATEMENTS

In addition to historical information, this Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, which are subject to the "safe harbor" created by those sections. All statements, other than statements of historical facts, included in this Form 10-Q are forward-looking statements. You can generally identify forward-looking statements by our use of forward-looking terminology such as "anticipate", "believe", "continue", "could", "estimate", "expect", "intend", "may", "might", "plan", "potential", "predict", "seek", or "should", or the negative thereof or other variations thereon or comparable terminology. In particular, statements about the markets in which we operate, including growth of our various markets, and our expectations, beliefs, plans, strategies, objectives, prospects, assumptions, or future events or performance contained under the heading Item 2- Management's Discussion and Analysis of Financial Condition and Results of Operations are forward-looking statements.

We have based these forward-looking statements on our current expectations, assumptions, estimates, and projections. While we believe these expectations, assumptions, estimates, and projections are reasonable, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which are beyond our control. These and other important factors, including those discussed under the headings Item 1A- Risk Factors in our annual report on Form 10-K and Item 2- Management's Discussion and Analysis of Financial Condition and Results of Operations in this Form 10-Q may cause our actual results, performance or achievements to differ materially from any future results, performance or achievements expressed or implied by these forward-looking statements. Some of the factors that could cause actual results to differ materially from those expressed or implied by the forward-looking statements include:

- *negative trends in overall business, financial market and economic conditions, and/or activity levels in our end markets;*
- *our highly competitive business environment;*
- *failure to timely identify or effectively respond to consumer needs, expectations or trends;*
- *failure to maintain the performance, reliability, quality, and service standards required by our customers;*
- *failure to implement our strategic initiatives, including JEM;*
- *acquisitions or investments in other businesses that may not be successful;*
- *declines in our relationships with and/or consolidation of our key customers;*
- *increases in interest rates and reduced availability of financing for the purchase of new homes and home construction and improvements;*
- *fluctuations in the prices of raw materials used to manufacture our products;*
- *delays or interruptions in the delivery of raw materials or finished goods;*
- *seasonal business and varying revenue and profit;*
- *changes in weather patterns;*
- *political, economic, and other risks that arise from operating a multinational business;*
- *exchange rate fluctuations;*
- *disruptions in our operations;*
- *manufacturing realignments and cost savings programs resulting in a decrease in short-term earnings;*
- *our new ERP system that we anticipate implementing in the future proving ineffective;*
- *security breaches and other cybersecurity incidents;*
- *increases in labor costs, potential labor disputes, and work stoppages at our facilities;*
- *changes in building codes that could increase the cost of our products or lower the demand for our windows and doors;*
- *compliance costs and liabilities under environmental, health, and safety laws and regulations;*
- *compliance costs with respect to legislative and regulatory proposals to restrict emission of GHGs;*

- *lack of transparency, threat of fraud, public sector corruption, and other forms of criminal activity involving government officials;*
- *product liability claims, product recalls, or warranty claims;*
- *inability to protect our intellectual property;*
- *loss of key officers or employees;*
- *pension plan obligations;*
- *our current level of indebtedness;*
- *risks associated with the material weaknesses that have been identified;*
- *the extent of Onex Partners' control of us; and*
- *other risks and uncertainties, including those listed under Item 1A- Risk Factors in our annual report of Form 10-K.*

Given these risks and uncertainties, you are cautioned not to place undue reliance on such forward-looking statements. The forward-looking statements contained in this Form 10-Q are not guarantees of future performance and our actual results of operations, financial condition, and liquidity, and the development of the industry in which we operate, may differ materially from the forward-looking statements contained in herein. In addition, even if our results of operations, financial condition, and liquidity, and events in the industry in which we operate, are consistent with the forward-looking statements contained in this Form 10-Q, they may not be predictive of results or developments in future periods.

Any forward-looking statement in this Form 10-Q speaks only as of the date of this Form 10-Q or as of the date such statement was made. We do not undertake any obligation to update or revise, or to publicly announce any update or revision to, any of the forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Unless the context requires otherwise, references in this Form 10-Q to “we”, “us”, “our”, “the Company”, or “JELD-WEN” mean JELD-WEN Holding, Inc., together with our consolidated subsidiaries where the context requires, including our wholly owned subsidiary JWI.

This discussion should be read in conjunction with our historical financial statements and related notes thereto and the other disclosures contained elsewhere in this Form 10-Q. The results of operations for the periods reflected herein are not necessarily indicative of results that may be expected for future periods, and our actual results may differ materially from those discussed in the forward-looking statements as a result of various factors, including but not limited to those listed under Item 1A- *Risk Factors* and included elsewhere in this Form 10-Q.

This MD&A is a supplement to our financial statements and notes thereto included elsewhere in this Form 10-Q and is provided to enhance your understanding of our results of operations and financial condition. Our discussion of results of operations is presented in millions throughout the MD&A and due to rounding may not sum or calculate precisely to the totals and percentages provided in the tables. Our MD&A is organized as follows:

- **Overview and Background.** This section provides a general description of our Company and operating segments, business and industry trends, our key business strategies and background information on other matters discussed in this MD&A.
- **Consolidated Results of Operations and Operating Results by Business Segment.** This section provides our analysis and outlook for the significant line items on our consolidated statements of operations, as well as other information that we deem meaningful to an understanding of our results of operations on both a consolidated basis and a business segment basis.
- **Liquidity and Capital Resources.** This section provides an analysis of trends and uncertainties affecting liquidity, cash requirements for our business, sources and uses of our cash and our financing arrangements.
- **Critical Accounting Policies and Estimates.** This section discusses the accounting policies that we consider important to the evaluation and reporting of our financial condition and results of operations, and whose application requires significant judgments or a complex estimation process.

Overview and Background

We are one of the world's largest door and window manufacturers, and we hold a leading position by net revenues in the majority of the countries and markets we serve. We design, produce, and distribute an extensive range of interior and exterior doors, wood, vinyl, and aluminum windows, and related products for use in the new construction, R&R of residential homes and, to a lesser extent, non-residential buildings.

We operate 117 manufacturing facilities in 19 countries, located primarily in North America, Europe, and Australia. For many product lines, our manufacturing processes are vertically integrated, enhancing our range of capabilities, our ability to innovate, and our quality control as well as providing supply chain, transportation, and working capital savings.

In October 2011, Onex Partners acquired a majority of the combined voting power in the Company through the acquisition of convertible debt and convertible preferred equity.

In February 2017, we closed on the offering of 28,750,000 shares of our common stock at a public offering price of \$23.00, resulting in net proceeds of \$472.4 million after deducting underwriters' discounts and commissions and other offering expenses. We used a portion of the net proceeds from the offering to repay \$375 million of indebtedness outstanding under our Term Loan Facility, and have used or will use the remaining net proceeds for working capital and other general corporate purposes, including sales and marketing activities, general and administrative matters, capital expenditures, and to invest in or acquire complementary businesses, products, services, technologies, or other assets. Following our IPO, Onex Partners continued to own the majority of our common stock, and Onex Partners has appointed the majority of our board of directors.

In May 2017, we completed a secondary public offering of 16.1 million shares of our common stock, substantially all of which were owned by Onex Partners, including the exercise of the over-allotment option. Following the completion of the secondary offering, Onex Partners owned approximately 45% of our common stock.

Business Segments

Our business is organized in geographic regions to ensure integration across operations serving common end markets and customers. We have three reportable segments: North America (which includes limited activity in Chile and Peru), Europe, and Australasia. Financial information related to our business segments can be found in Note 11- *Segment Information* of our unaudited financial statements included elsewhere in this Form 10-Q.

Acquisitions

In June 2017, we acquired Mattiovi, headquartered in Finland. Mattiovi is a leading manufacturer of interior doors and door frames in Finland and will become part of our Europe segment. The acquisition enhances our market position in the Nordic region, increases our product offering, and also provides us with additional door frame capacity to support growth in the region. We paid an aggregate of approximately \$ 21.2 million in cash (net of cash acquired) for Mattiovi.

In February 2016, we acquired Trend, headquartered in Sydney, Australia. Trend is a leading manufacturer of doors and windows in Australia and is now part of our Australasia segment. The acquisition of Trend strengthened our market position in the Australian window market and expanded our product portfolio with new and innovative window designs. In August 2016, we acquired the shares of Arcpac Building Products Limited, which includes its primary operating subsidiary Breezway, headquartered in Brisbane, Australia. Breezway is a manufacturer of louver window systems for the residential and commercial window markets. Breezway's primary sales market is Australia and it also maintains a presence in Malaysia and Hawaii. The acquisition of Breezway is expected to strengthen our position in the Australian window market and expand our product portfolio with new and innovative window designs as well as other complementary products. We paid an aggregate of approximately \$ 85.9 million in cash (net of cash acquired) for Trend and Breezway.

Results of Operations

The tables in this section summarize key components of our results of operations for the periods indicated, both in U.S. dollars and as a percentage of our net revenues. All percentages presented in this section have been rounded to the nearest whole number. Accordingly, totals may not equal the sum of the line items in the tables below. The results for the three and six months ended June 25, 2016 have been revised to reflect the correction of certain errors and other accumulated misstatements as described in Note 25 - *Revision of Prior Period Financial Statements*.

Comparison of the Three Months Ended July 1, 2017 to the Three Months Ended June 25, 2016

(dollars in thousands)	Three Months Ended			
	July 1, 2017		June 25, 2016	
		% of Net Revenues		% of Net Revenues
Net revenues	\$ 948,736	100.0 %	\$ 964,608	100.0 %
Cost of sales	712,998	75.2 %	752,457	78.0 %
Gross margin	235,738	24.8 %	212,151	22.0 %
Selling, general and administrative	151,464	16.0 %	141,062	14.6 %
Impairment and restructuring charges	554	0.1 %	2,119	0.2 %
Operating income	83,720	8.8 %	68,970	7.2 %
Interest expense, net	(17,547)	(1.8)%	(18,167)	(1.9)%
Other (expense) income	(2,765)	(0.3)%	505	0.1 %
Income before taxes, equity earnings and discontinued operations	63,408	6.7 %	51,308	5.3 %
Income tax (expense) benefit	(17,703)	(1.9)%	15,713	1.6 %
Income from continuing operations, net of tax	45,705	4.8 %	67,021	6.9 %
Equity earnings of non-consolidated entities	1,073	0.1 %	487	(0.1)%
Loss from discontinued operations, net of tax	—	— %	(618)	0.1 %
Net income	\$ 46,778	4.9 %	\$ 66,890	6.9 %

Consolidated Results

Net Revenues —Net revenues decreased \$15.9 million , or 1.6% , to \$948.7 million in the three months ended July 1, 2017 from \$964.6 million in the three months ended June 25, 2016 . The decrease in net revenues was primarily due to a decrease in core revenues of 1% , a 2% decrease due to an unfavorable foreign exchange impact, partially offset by a 1% increase associated with the recent acquisition in our Australasia segment. Core net revenues decreased in North America and were partially offset by core revenue growth in Europe and Australasia.

Gross Margin —Gross margin increased \$23.6 million , or 11.1% , to \$235.7 million in the three months ended July 1, 2017 from \$212.2 million in the three months ended June 25, 2016 . Gross margin as a percentage of net revenues was 24.8% in the three months ended July 1, 2017 and 22.0% in the three months ended June 25, 2016 . The increase in gross margin and gross margin percentage was due to favorable pricing, cost saving initiatives and the contribution from recent acquisitions.

SG&A Expense —SG&A expense increased \$10.4 million , or 7.4% , to \$151.5 million in the three months ended July 1, 2017 from \$141.1 million in the three months ended June 25, 2016 . SG&A expense as a percentage of net revenues was 16.0% for the three months ended July 1, 2017 and 14.6% for the three months ended June 25, 2016 . The increase in SG&A expense and SG&A expense percentage was primarily due to increased professional fees as well as costs associated with our secondary offering, partially offset by favorable foreign exchange impact.

Impairment and Restructuring Charges —Impairment and restructuring charges decreased \$1.6 million , or 73.9% , to \$0.6 million in the three months ended July 1, 2017 from \$2.1 million in the three months ended June 25, 2016 . The charges in the three months ended July 1, 2017 and June 25, 2016 consisted primarily of ongoing restructuring costs in our Europe segment.

Interest Expense, Net —Interest expense, net decreased \$0.6 million , or 3.4% , to \$17.5 million in the three months ended July 1, 2017 from \$18.2 million in the three months ended June 25, 2016 . The decrease was primarily due to lower debt levels and lower applicable margins resulting from the 2017 term loan amendment, which became effective in March 2017.

Income Taxes —Income tax expense in the three months ended July 1, 2017 was \$17.7 million , compared to a \$15.7 million benefit in the three months ended June 25, 2016 . The effective tax rate in the three months ended July 1, 2017 was 27.9% compared to an effective tax rate of (30.6)% in the three months ended June 25, 2016. The prior year tax benefit of \$15.7 million was due primarily to the net release of our valuation allowance of \$22.8 million .

Comparison of the Six Months Ended July 1, 2017 to the Six Months Ended June 25, 2016

	Six Months Ended			
	July 1, 2017		June 25, 2016	
		% of Net Revenues		% of Net Revenues
(dollars in thousands)				
Net revenues	\$ 1,796,523	100.0 %	\$ 1,761,155	100.0 %
Cost of sales	1,374,814	76.5 %	1,390,881	79.0 %
Gross margin	421,709	23.5 %	370,274	21.0 %
Selling, general and administrative	298,543	16.6 %	273,054	15.5 %
Impairment and restructuring charges	1,756	0.1 %	5,100	0.3 %
Operating income	121,410	6.8 %	92,120	5.2 %
Interest expense, net	(44,439)	(2.5)%	(35,178)	(2.0)%
Other (expense) income	(5,364)	(0.3)%	1,229	0.1 %
Income before taxes, equity earnings and discontinued operations	71,607	4.0 %	58,171	3.3 %
Income tax (expense) benefit	(19,955)	(1.1)%	13,616	0.8 %
Income from continuing operations, net of tax	51,652	2.9 %	71,787	4.1 %
Equity earnings of non-consolidated entities	1,554	0.1 %	1,252	0.1 %
Loss from discontinued operations, net of tax	—	— %	(104)	— %
Net income	\$ 53,206	3.0 %	\$ 72,935	4.1 %

Consolidated Results

Net Revenues —Net revenues increased \$35.4 million , or 2.0% , to \$1,796.5 million in the six months ended July 1, 2017 from \$1,761.2 million in the six months ended June 25, 2016 . The increase in net revenues was primarily due to an increase in core revenues of 2% and a 1% increase associated with the recent acquisitions in our Australasia segment. The increase in core revenues was primarily the result of increased shipping days in the current year compared to prior year as well as increased pricing, partially offset by a 1% unfavorable foreign exchange impact.

Gross Margin —Gross margin increased \$51.4 million , or 13.9% , to \$421.7 million in the six months ended July 1, 2017 from \$370.3 million in the six months ended June 25, 2016 . Gross margin as a percentage of net revenues was 23.5% in the six months ended July 1, 2017 and 21.0% in the six months ended June 25, 2016 . The increase in gross margin and gross margin percentage was due to favorable pricing, cost savings initiatives and contribution from recent acquisitions, partially offset by an unfavorable foreign exchange impact due to the weakening of the U.S. dollar.

SG&A Expense —SG&A expense increased \$25.5 million , or 9.3% , to \$298.5 million in the six months ended July 1, 2017 from \$273.1 million in the six months ended June 25, 2016 . SG&A expense as a percentage of net revenues was 16.6% for the six months ended July 1, 2017 and 15.5% for the six months ended June 25, 2016 . The increase in SG&A expense and SG&A expense percentage was primarily due to increased professional fees, costs associated with our IPO and secondary offering, SG&A expense associated with our recent acquisitions, and increased wages including stock compensation partially offset by favorable foreign exchange impact.

Impairment and Restructuring Charges —Impairment and restructuring charges decreased \$3.3 million , or 65.6% , to \$1.8 million in the six months ended July 1, 2017 from \$5.1 million in the six months ended June 25, 2016 . The charges in the six months ended July 1, 2017 consisted primarily of ongoing restructuring costs in our Europe segment. The charges for the six months ended June 25, 2016 consisted primarily of ongoing personnel restructuring in our Europe and North America segment.

Interest Expense, Net —Interest expense, net increased \$9.3 million , or 26.3% , to \$44.4 million in the six months ended July 1, 2017 from \$35.2 million in the six months ended June 25, 2016 . The increase was primarily due to interest expense resulting from the write-off of a portion of the unamortized debt issuance costs and original issue discount totaling approximately \$7.0 million in connection with the repayment of \$375 million of incremental term loans with proceeds from our IPO. In addition, interest expense increased due to higher long-term debt levels for the first month of the period as a result of incremental borrowing of \$375 million under our Term Loan Facility, partially offset by lower applicable margins resulting from the 2017 term loan amendment, which became effective in March 2017.

Income Taxes —Income tax expense in the six months ended July 1, 2017 was \$20.0 million , compared to a \$13.6 million benefit in the six months ended June 25, 2016 . The effective tax rate in the six months ended July 1, 2017 was 27.9% compared to an effective tax rate of (23.4)% in the six months ended June 25, 2016 . The prior year tax benefit of \$13.6 million was due primarily to the net release of our valuation allowance of \$22.8 million .

Segment Results

We report our segment information in the same way management internally organizes the business in assessing performance and making decisions regarding allocation of resources in accordance with ASC 280-10- *Segment Reporting* . We determined that we have three reportable segments, organized and managed principally by geographic region. Our reportable segments are North America, Europe and Australasia. We report all other business activities in Corporate and unallocated costs. We define Adjusted EBITDA as net income (loss), as adjusted for the following items: income (loss) from discontinued operations, net of tax; gain (loss) on sale of discontinued operations, net of tax; equity earnings (loss) of non-consolidated entities; income tax benefit (expense); depreciation and intangible amortization; interest expense, net; impairment and restructuring charges; (gain) loss on sale of property and equipment; share-based compensation expense; non-cash foreign exchange transaction/translation income (loss); other non-cash items; other items; and costs related to debt restructuring, debt refinancing, and the Onex Partners Investment. For additional information on segment Adjusted EBITDA, see Note 11- *Segment Information* to our financial statements included in this Form 10-Q.

	Three Months Ended		
	July 1, 2017	June 25, 2016	
<u>(dollars in thousands)</u>			
Net revenues from external customers			% Variance
North America	\$ 551,685	\$ 567,435	(2.8)%
Europe	258,889	266,775	(3.0)%
Australasia	138,162	130,398	6.0 %
Total Consolidated	<u>\$ 948,736</u>	<u>\$ 964,608</u>	(1.6)%
Percentage of total consolidated net revenues			
North America	58.1%	58.8%	
Europe	27.3%	27.7%	
Australasia	14.6%	13.5%	
Total Consolidated	<u>100.0%</u>	<u>100.0%</u>	
Adjusted EBITDA ⁽¹⁾			
North America	\$ 79,830	\$ 75,786	5.3 %
Europe	37,065	34,290	8.1 %
Australasia	17,335	14,239	21.7 %
Corporate and Unallocated costs	(8,903)	(11,568)	(23.0)%
Total Consolidated	<u>\$ 125,327</u>	<u>\$ 112,747</u>	11.2 %
Adjusted EBITDA as a percentage of segment net revenues			
North America	14.5%	13.4%	
Europe	14.3%	12.9%	
Australasia	12.5%	10.9%	
Total Consolidated	13.2%	11.7%	

(1) Adjusted EBITDA is a financial measure that is not calculated in accordance with GAAP. For a discussion of our presentation of Adjusted EBITDA, see Note 11- *Segment Information* .

North America

Net revenues in North America decreased \$15.8 million , or 2.8% , to \$551.7 million in the three months ended July 1, 2017 from \$567.4 million in the three months ended June 25, 2016 . The decrease in net revenues was primarily due to a decrease in core net revenues of 2% , comprised of decreases in volume/mix of 4% , offset by price increases of 2% . The decrease in volume/mix was primarily driven by activity in our retail channel, including the impact of the previously announced business line rationalization in Florida. The rationalization was consistent with our overall strategic focus on profitable growth and has enabled us to begin winning accretive opportunities in the region.

Adjusted EBITDA in North America increased \$4.0 million , or 5.3% , to \$79.8 million in the three months ended July 1, 2017 from \$75.8 million in the three months ended June 25, 2016 . The increase in Adjusted EBITDA was primarily due to pricing and cost saving initiatives, partially offset by increased marketing and advertising expenses and decreased demand compared to the same period in the prior year.

Europe

Net revenues in Europe decreased \$7.9 million , or 3.0% , to \$258.9 million in the three months ended July 1, 2017 from \$266.8 million in the three months ended June 25, 2016 . The decrease in net revenues was primarily due to unfavorable foreign exchange impact of 4% , offset by an increase in core net revenues of 1% which was comprised of an increase in volume/mix of approximately 1% .

Adjusted EBITDA in Europe increased \$2.8 million , or 8.1% , to \$37.1 million in the three months ended July 1, 2017 from \$34.3 million in the three months ended June 25, 2016 . The increase in Adjusted EBITDA was primarily due to cost saving initiatives and an increase in volume associated with the realignment of our customer and product portfolio aimed at driving profitable growth.

Australasia

Net revenues in Australasia increased \$7.8 million , or 6.0% , to \$138.2 million in the three months ended July 1, 2017 from \$130.4 million in the three months ended June 25, 2016 . The increase in net revenues was primarily due to the acquisition of Breezway which provided a 5% increase in net revenues. Core net revenues increased 1% , comprised primarily of an increase in pricing of 1% .

Adjusted EBITDA in Australasia increased \$3.1 million , or 21.7% , to \$17.3 million in the three months ended July 1, 2017 from \$14.2 million in the three months ended June 25, 2016 . The increase in Adjusted EBITDA was primarily due to the acquisition of Breezway and our pricing initiatives.

	Six Months Ended		
	July 1, 2017	June 25, 2016	
<u>(dollars in thousands)</u>			
Net revenues from external customers			% Variance
North America	\$ 1,035,782	\$ 1,027,660	0.8 %
Europe	501,211	505,324	(0.8)%
Australasia	259,530	228,171	13.7 %
Total Consolidated	<u>\$ 1,796,523</u>	<u>\$ 1,761,155</u>	2.0 %
Percentage of total consolidated net revenues			
North America	57.7%	58.4%	
Europe	27.9%	28.7%	
Australasia	14.4%	13.0%	
Total Consolidated	<u>100.0%</u>	<u>100.0%</u>	
Adjusted EBITDA ⁽¹⁾			
North America	\$ 130,008	\$ 107,485	21.0 %
Europe	64,270	58,986	9.0 %
Australasia	30,584	23,158	32.1 %
Corporate and Unallocated costs	(18,573)	(15,726)	18.1 %
Total Consolidated	<u>\$ 206,289</u>	<u>\$ 173,903</u>	18.6 %
Adjusted EBITDA as a percentage of segment net revenues			
North America	12.6%	10.5%	
Europe	12.8%	11.7%	
Australasia	11.8%	10.1%	
Total Consolidated	11.5%	9.9%	

(1) Adjusted EBITDA is a financial measure that is not calculated in accordance with GAAP. For a discussion of our presentation of Adjusted EBITDA, see Note 11- *Segment Information* .

North America

Net revenues in North America increased \$8.1 million , or 0.8% , to \$1,035.8 million in the six months ended July 1, 2017 from \$1,027.7 million in the six months ended June 25, 2016 . The increase in net revenues was primarily due to an increase in core net revenues of 1% comprised of increases in pricing of 2% , offset by a decrease in volume/mix of 1% . The decrease in volume/mix was primarily driven by activity in our retail channel, including the impact of the previously announced business line rationalization in Florida, partially offset by an increase in volume due to additional shipping days in the first quarter of 2017.

Adjusted EBITDA in North America increased \$22.5 million , or 21.0% , to \$130.0 million in the six months ended July 1, 2017 from \$107.5 million in the six months ended June 25, 2016 . The increase in Adjusted EBITDA was primarily due to pricing and cost saving initiatives compared to the same period in the prior year.

Europe

Net revenues in Europe decreased \$4.1 million , or 0.8% , to \$501.2 million in the six months ended July 1, 2017 from \$505.3 million in the six months ended June 25, 2016 . The decrease in net revenues was primarily due to an unfavorable foreign exchange impact of 5% , partially offset by an increase in core net revenues of 4% which was comprised of an increase in volume/mix of approximately 3% , and an increase in pricing of approximately 1% . The increase in volume was primarily due to additional shipping days in the first quarter of 2017.

Adjusted EBITDA in Europe increased \$5.3 million , or 9.0% , to \$64.3 million in the six months ended July 1, 2017 from \$59.0 million in the six months ended June 25, 2016 . The increase in Adjusted EBITDA was primarily due to the additional shipping days in the first quarter of 2017, an increase in pricing, and our cost saving initiatives.

Australasia

Net revenues in Australasia increased \$31.4 million , or 13.7% , to \$259.5 million in the six months ended July 1, 2017 from \$228.2 million in the six months ended June 25, 2016 . The increase in net revenues was primarily due to the acquisitions of Trend and Breezway which provided a 8% increase in net revenues. Core net revenues increased 3% , comprised primarily of an increase in volume/mix of 2% and an increase in pricing of 1% . The increase in volume was due to additional shipping days in the

first quarter of 2017 and pricing as a result of our cost saving initiatives. Foreign exchange rates had an additional favorable impact of 3% .

Adjusted EBITDA in Australasia increased \$7.4 million , or 32.1% , to \$30.6 million in the six months ended July 1, 2017 from \$23.2 million in the six months ended June 25, 2016 . The increase in Adjusted EBITDA was primarily due to the acquisitions of Trend and Breezway as well as the additional shipping days in the first quarter of 2017, our pricing initiatives, and favorable foreign exchange impact.

Liquidity and Capital Resources

Overview

We have historically funded our operations through a combination of cash from operations, draws on our revolving credit facilities, and the issuance of non-revolving debt such as our Term Loan Facility. As of July 1, 2017 , we had total liquidity (a non-GAAP measure) of \$527.9 million , which included \$227.7 million in cash, \$243.8 million available for borrowing under the ABL Facility, AUD \$18.0 million (\$13.8 million) available for borrowing under the Australia Senior Secured Credit Facility, and € 37.3 million (\$42.6 million) available for borrowing under the Euro Revolving Facility. This compares to total liquidity of \$381.9 million as of December 31, 2016 . The increase in our total liquidity at July 1, 2017 compared to December 31, 2016 was primarily due to higher cash levels resulting from the retained portion of net proceeds of \$472.4 million from the IPO, and increased availability under the ABL Facility.

In October 2014, we entered into the Corporate Credit Facilities, consisting of \$775 million in Initial Term Loans and a \$300 million ABL Facility. The proceeds from the Initial Term Loans were primarily used to (i) repay amounts outstanding under, and extinguish, our former revolving credit facility, (ii) redeem all of the outstanding 12.25% senior secured notes at a premium over face value of \$28.2 million, and (iii) satisfy our obligation under a guarantee of certain letters of credit supporting an industrial revenue bond. We incurred \$15.4 million of debt issuance costs related to the Corporate Credit Facilities, which is included as a reduction of the corresponding debt liability in the accompanying unaudited consolidated balance sheets and will be amortized to interest expense over the life of the facilities using the effective interest method.

In July 2015, we amended our Term Loan Facility and borrowed an incremental \$480 million in 2015 Incremental Term Loans. The proceeds were primarily used to make payments of approximately \$431 million to holders of our then outstanding common stock, Series A Convertible Preferred Stock, Class B-1 Common Stock, options, and RSUs. We incurred \$7.9 million of debt issuance costs related to the \$480 million of incremental borrowings, which is included as an offset to long-term debt in the accompanying unaudited consolidated balance sheets and will be amortized to interest expense over the life of the facility using the effective interest method.

On November 1, 2016 we increased borrowings under our existing Term Loan Facility and amended certain of its terms in the 2016 term loan amendment. We borrowed an incremental \$375 million and refinanced the previously outstanding principal loan amount of \$1,236.6 million for a consolidated total of \$1,611.6 million in principal amount outstanding under the Amended Term Loans. The proceeds from the incremental term loan borrowing, along with cash on hand, were used to fund a distribution to shareholders and holders of equity awards (See Note 12- *Convertible Preferred Shares*). The offering price of the incremental term loan debt was 99.75% of par. We incurred \$8.1 million of debt issuance costs related to the 2016 term loan amendment, which is included as an offset to long-term debt in the accompanying unaudited consolidated balance sheets. In connection with and using a portion of the proceeds from the IPO, we prepaid \$375 million of the Amended Term Loans on February 6, 2017.

On March 7, 2017, we further amended the Term Loan Facility in the 2017 term loan amendment to reduce the interest rate applicable to our outstanding term loans. The offering price of the Amended Term Loans was par. The Amended Term Loans bear interest at LIBOR (subject to a floor of 1.00%) plus a margin of 2.75% to 3.00% , depending on our ratio of net debt to Adjusted EBITDA, and require quarterly principal repayment beginning in March 2017. We incurred \$1.1 million of debt issuance costs related to the 2017 term loan amendment, which is included as an offset to long-term debt in the accompanying unaudited consolidated balance sheets.

Based on our current level of operations, the seasonality of our business and anticipated growth, we believe that cash provided by operations and other sources of liquidity, including cash, cash equivalents and borrowings under our revolving credit facilities, will provide adequate liquidity for ongoing operations, planned capital expenditures and other investments, and debt service requirements for at least the next twelve months.

We may, from time to time, refinance, reprice, extend, retire or otherwise modify our outstanding debt to lower our interest payments, reduce our debt or otherwise improve our financial position. These actions may include repricing amendments,

extensions, and/or opportunistic refinancing of debt. The amount of debt that may be refinanced, repriced, extended, retired or otherwise modified, if any, will depend on market conditions, trading levels of our debt, our cash position, compliance with debt covenants and other considerations. Our affiliates may also purchase our debt from time to time, through open market purchases or other transactions. In such cases, our debt may not be retired, in which case we would continue to pay interest in accordance with the terms of the debt, and we would continue to reflect the debt as outstanding in our consolidated balance sheets.

Cash Flows

The following table summarizes the changes to our cash flows for the periods presented:

(amounts in thousands)	Six Months Ended	
	July 1, 2017	June 25, 2016
Cash provided by (used in):		
Operating activities	\$ 66,151	\$ 12,593
Investing activities	(38,757)	(63,883)
Financing activities	90,609	(6,048)
Effect of changes in exchange rates on cash and cash equivalents	6,959	184
Net change in cash and cash equivalents	\$ 124,962	\$ (57,154)

Cash Flow from Operations

Net cash provided by operating activities increased \$53.6 million to \$66.2 million in the six months ended July 1, 2017 from \$12.6 million used in operations in the six months ended June 25, 2016. This increase was primarily due to improved profitability, and changes in working capital.

Cash Flow from Investing Activities

Net cash used in investing activities decreased \$25.1 million to \$38.8 million in the six months ended July 1, 2017 from \$63.9 million in the six months ended June 25, 2016. The decrease was primarily due to the completion of the glass plant in Australia in January 2017, which resulted in lower capital expenditures compared to prior period.

Cash Flow from Financing Activities

Net cash provided by financing activities was \$90.6 million in the six months ended July 1, 2017 and was comprised primarily of proceeds from the IPO of \$480.3 million of which \$375.0 million of proceeds were used to paydown outstanding debt.

Net cash used in financing activities in the six months ended June 25, 2016 was \$6.0 million and was comprised primarily of \$8.4 million of short-term and long-term debt payments, partially offset by \$2.2 million in employee note repayment.

As of July 1, 2017, our cash balances consisted of \$117.1 million in the U.S. and \$110.5 million in non-U.S. subsidiaries. We believe that our operations in the U.S. will be able to fund the majority of our near-term cash requirements using cash flow from operations within the U.S. and availability under the ABL Facility.

Holding Company Status

We are a holding company that conducts all of our operations through subsidiaries. The majority of our operating income is derived from JWI, our main operating subsidiary. Consequently, we rely on dividends or advances from our subsidiaries. The ability of our subsidiaries to pay dividends to us is subject to applicable local law and may be limited due to the terms of other contractual arrangements, including our Credit Facilities.

The Euro Revolving Facility and Australia Senior Secured Credit Facility contain restrictions on dividends that limit the amount of cash that the obligors under these facilities can distribute to us. Obligor under the Euro Revolving Facility may pay dividends only out of available cash flow and only while no default is continuing under such agreement. Obligor under the Australia Senior Secured Credit Facility may pay dividends only to the extent they do not exceed 80% of after tax net profits (with a one-year carryforward of unused amounts) and only while no default is continuing under such agreement. The amount of our consolidated net assets that were available to be distributed under these financing arrangements as of July 1, 2017 was \$938.4

million. For further information regarding the Euro Revolving Facility and the Australia Senior Secured Credit Facility, see “Euro Revolving Facility” and “Australia Senior Secured Credit Facility” below.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future material effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or capital resources.

Lines of Credit and Long-Term Debt

Corporate Credit Facilities

In October 2014, we entered into the Corporate Credit Facilities, which initially consisted of the Initial Term Loans and the ABL Facility. In July 2015, we entered the 2015 Incremental Term Loans and amended our Corporate Credit Facilities to, among other things, permit a distribution of approximately \$420 million to holders of our common stock, our Series A Convertible Preferred Stock, and our Class B-1 Common Stock. In November 2016, we borrowed \$375 million under our Term Loan Facility and entered the 2016 term loan amendment to, among other things, (i) permit a \$400 million distribution, (ii) reduce the interest rate on the Initial Term Loans, and (iii) conform the terms (including providing for a maturity date of July 1, 2022) of all outstanding term loans under the Term Loan Facility. We incurred \$8.1 million of debt issuance costs related to the 2016 term loan amendment. In February 2017, we prepaid \$375 million of outstanding principal under our Term Loan Facility and have recorded interest expense of approximately \$7.0 million due to the write-off of a portion of the original issue discount and unamortized debt issuance costs associated with the Term Loan Facility. In March 2017, we entered into the 2017 term loan amendment to reduce the interest rate applicable to all outstanding term loans and incurred \$1.1 million of debt issuance costs related to the 2017 term loan amendment. As of July 1, 2017, we had approximately \$1,230.5 million of term loans outstanding under the Term Loan Facility. As of July 1, 2017, we were in compliance with the terms of the Corporate Credit Facilities.

Term Loan Facility

The Amended Term Loans bear interest at LIBOR (subject to a floor of 1.00%) plus a margin of 2.75% to 3.00% depending on a ratio of net debt to Adjusted EBITDA. We have entered into forward starting interest rate swap agreements in order to effectively change the interest rate on a substantial portion of our Term Loan Facility from a variable rate to a fixed rate. See Item 3- *Quantitative and Qualitative Disclosures About Market Risk*- Interest Rate Risk. The Amended Term Loans amortize in nominal quarterly installments of \$3.1 million, which is equal to 0.25% of the initial aggregate principal amount of the Amended Term Loans. The Term Loan Facility has various non-financial covenants, including restrictions on liens, indebtedness, and dividends, customary representations and warranties, and customary events of defaults and remedies, but has no financial maintenance covenants. The Amended Term Loans mature on July 1, 2022.

The offering price of the Initial Term Loans was 99.00% of par, the offering price of the 2015 Incremental Term Loans was 99.50% of par, the offering price of the 2016 Term Loans was 99.75% of par and the offering price of the Amended Term Loans is 100.0% of par. Prior to the 2016 term loan amendment, the Initial Term Loans bore interest at LIBOR (subject to a floor of 1.00%) plus a margin of 4.25%. Prior to the 2016 term loan amendment, the 2015 Incremental Term Loans bore interest at LIBOR (subject to a floor of 1.00%) plus a margin of 3.75% to 4.00% depending on our ratio of net debt to Adjusted EBITDA. Prior to the 2017 term loan amendment, the 2016 Term Loans bore interest at LIBOR (subject to a floor of 1.00%) plus a margin of 3.50% to 3.75% depending on our ratio of net debt to Adjusted EBITDA.

The Term Loan Facility permits us to add one or more incremental term loans up to the sum of: (i) an unlimited amount subject to compliance with a maximum total net first lien leverage ratio test of 4.35:1.00 plus (ii) voluntary prepayments of term loans plus (iii) a fixed amount of \$285.0 million, in each case, subject to certain conditions.

ABL Facility

Extensions of credit under the ABL Facility are limited by a borrowing base calculated periodically based on specified percentages of the value of eligible accounts receivable, eligible inventory and certain other assets, subject to certain reserves and other adjustments. The borrowing base for U.S. and Canadian borrowers is calculated separately. U.S. borrowers may borrow up to \$255 million under the ABL Facility and Canadian borrowers may borrow up to \$45 million under the ABL Facility, in each case subject to periodic adjustments of such sub-limits and applicable borrowing base availability.

Borrowings under the ABL Facility bear interest primarily at LIBOR plus a margin that fluctuates from 1.50% to 2.00% depending on availability under the ABL Facility, although we may also borrow at other base rates plus a margin. We pay an annual commitment fee between 0.25% and 0.375% on the unused portion of the commitments under the ABL Facility. As of July 1, 2017, we had \$243.8 million available under the ABL Facility. The ABL Facility has a minimum fixed charge coverage ratio that we are obligated to comply with under certain circumstances. The ABL Facility has various non-financial covenants, including restrictions on liens, indebtedness, and dividends, customary representations and warranties, and customary events of defaults and remedies. The ABL Facility matures on October 15, 2019.

The ABL Facility permits us to request increases in the amount of the commitments under the ABL Facility up to an aggregate maximum amount of \$100 million, subject to certain conditions.

Australia Senior Secured Credit Facility

In September 2016, JWA amended and extended its credit agreement, the Australia Senior Secured Credit Facility, to provide for an AUD \$18 million floating rate revolving loan facility, an AUD \$5 million overdraft line of credit, and an \$8 million AUD interchangeable facility for guarantees/letters of credit. The credit agreement matures in June 2019. At July 1, 2017, there were no borrowings under the revolving loan facility or the overdraft line of credit. Loans under the revolving loan facility bear interest at the BBSY plus a margin of 0.75%, and a line fee of 1.15% is also paid on the revolving facility limit. Overdraft balances bear interest at the bank's reference rate minus a margin of 1.00%, and a line fee of 1.15% is paid on the overdraft facility limit. At July 1, 2017, we had \$13.8 million available under the revolving loan facility and \$3.8 million available under the overdraft line of credit. The credit facility is secured by guarantees of the subsidiaries of JWA, fixed and floating charges on the assets of the JWA group, and mortgages on certain real properties owned by the JWA group. The agreement requires that JWA maintain certain financial ratios, including a minimum consolidated interest coverage ratio and a maximum consolidated debt to EBITDA ratio. The agreement limits dividends and repayments of intercompany loans where the JWA group is the borrower and limits acquisitions without the bank's consent. As of July 1, 2017, we were in compliance with the terms of the Australia Senior Secured Credit Facility.

Euro Revolving Facility

In January 2015, JELD-WEN of Europe B.V. (which was subsequently merged with JELD-WEN A/S, which survived the merger) entered into the Euro Revolving Facility, a €39 million revolving credit facility, which includes an option to increase the commitment by an amount of up to €10 million, with a syndicate of lenders and Danske Bank A/S, as agent. The Euro Revolving Facility matures on January 30, 2019. Loans under the Euro Revolving Facility bear interest at CIBOR, CHF LIBOR, EURIBOR, NIBOR, STIBOR or LIBOR (subject to a floor of 0.00%), depending on the currency, plus a margin of 2.5%, and a commitment fee of 1% is also paid on the unutilized amount of the revolving credit facility calculated on a day-to-day basis. As of July 1, 2017, we had € 0.7 million (or \$0.8 million) in outstanding borrowings and € 1.0 million (or \$ 1.1 million) of bank guarantees outstanding, and € 37.3 million (or \$42.6 million) available under this facility. The Euro Revolving Facility requires JELD-WEN A/S to maintain certain financial ratios, including a maximum ratio of senior leverage to adjusted EBITDA (as calculated therein), and a minimum ratio of adjusted EBITDA (as calculated therein) to net finance charges. In addition, the Euro Revolving Facility has various non-financial covenants including restrictions on liens, indebtedness, and dividends, customary representations and warranties, and customary events of default and remedies. As of July 1, 2017, we were in compliance with the terms of the Euro Revolving Facility.

Mortgage Note

In December 2007, JELD-WEN Danmark A/S entered into thirty-year mortgage notes secured by land and buildings with principal payments beginning in 2018 that will fully amortize the principal by the end of 2037. As of July 1, 2017, we had DKK 208.1 million (or \$32.0 million) outstanding under these notes.

Installment Notes

We entered into installment notes representing insurance premium financing, miscellaneous capitalized equipment lease obligations, and a term loan secured by the related equipment with payments through 2022. As of July 1, 2017, we had \$4.1 million outstanding under these notes.

Installment Notes for Stock

We entered into installment notes for stock representing amounts due to former or retired employees for repurchases of our stock that are payable over 5 or 10 years depending on the amount with payments through 2020. As of July 1, 2017, we had \$2.1 million outstanding under these notes.

Interest Rate Swaps

We have eight outstanding interest rate swap agreements for the purpose of managing market risk and our exposure to changes in interest rates by effectively converting the variable interest rate on a portion of the Term Loan Facility to a fixed rate. Two such agreements became effective on September 30, 2015, two on June 30, 2016, two on September 30, 2016, and two on December 30, 2016.

The counterparties for these swap agreements are Royal Bank of Canada, Barclays Bank PLC, and Wells Fargo Bank, N.A. The aggregate notional amount covered under these agreements, which all expire on September 30, 2019, totals \$914.3 million as of July 1, 2017. The table below sets forth the period, notional amount and fixed rates for our interest rate swaps:

Period	Notional	Average Fixed Rate
	(dollars in thousands)	
September 2015 - September 2019	\$244,125	1.997%
June 2016 - September 2019	\$213,000	2.126%
September 2016 - September 2019	\$244,125	2.353%
December 2016 - September 2019	\$213,000	2.281%

Each of the swap agreements receives a floating rate based on three month LIBOR and is settled every calendar quarter-end. The effect of these swap agreements is to lock in a fixed rate of interest on the aggregate notional amount hedged of approximately 2.188% as of July 1, 2017, plus the applicable margin paid to lenders over three month LIBOR. At July 1, 2017, the effective rate on the aggregate notional amount hedged (including the applicable margin paid to lenders over three month LIBOR) was approximately 5.188%. These swaps have been designated as cash flow hedges against variability in future interest rate payments on the Term Loan Facility and are marked to market through consolidated other comprehensive income (loss).

A hypothetical increase or decrease in interest rates of 1.0% (based on variable rate debt if revolving credit facilities were fully drawn and taking into account the eight interest rate swaps that were in effect on July 1, 2017) would have increased or decreased our interest expense by \$3.6 million for the six months ended July 1, 2017. A hypothetical increase or decrease in interest rates of 1.0% (based on variable rate debt if the revolving credit facilities were fully drawn and taking into account the two interest rate swaps that were in effect on June 25, 2016) would have increased or decreased our interest expense by \$3.2 million for the six months ended June 25, 2016.

Critical Accounting Policies and Estimates

Our significant accounting policies are described in Note 1 - *Summary of Significant Accounting Policies* to the consolidated financial statements presented in the Form 10-K. Our critical accounting policies and estimates are described in Management's Discussion and Analysis of Financial Condition and Results of Operations in our Form 10-K. Our significant and critical accounting policies have not changed significantly since the filing of our Form 10-K.

Item 3 - Quantitative and Qualitative Disclosures About Market Risk

We are exposed to various types of market risks, including the effects of adverse fluctuations in foreign currency exchange rates, adverse changes in interest rates, and adverse movements in commodity prices for products we use in our manufacturing. To reduce our exposure to these risks, we maintain risk management controls and policies to monitor these risks and take appropriate actions to attempt to mitigate such forms of market risk. Our market risks have not changed significantly from those disclosed in the Form 10-K.

Item 4 - Controls and Procedures.

(a) *Evaluation of disclosure controls and procedures.* Based on the evaluation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) required by Exchange Act Rules 13a-15(b) and 15d-15(b) our Chief

Executive Officer and our Chief Financial Officer have concluded that, due to material weaknesses in internal control over financial reporting related to the accounting for income tax as described in Item 9A- *Controls and Procedures* in our Form 10-K, our disclosure controls and procedures were not effective as of July 1, 2017. Notwithstanding these material weaknesses, each of our Chief Executive Officer and Chief Financial Officer has certified that, based on his knowledge, the financial statements, and other financial information included in this report, fairly present, in all material respects, the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report.

(b) *Changes in internal controls.* The remediation efforts described below under the caption “Remediation Plan” are the only changes in our internal control over financial reporting as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) that occurred during the first quarter of 2017 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

(c) *Remediation Plan.* As previously described in Item 9A- *Controls and Procedures* of our Form 10-K, we began implementing a remediation plan to address the control deficiencies that led to the material weaknesses mentioned above. The remediation plan includes the following:

- Engagement of an external accounting firm to review our tax provision processes and recommend process enhancements;
- Engagement of an external accounting firm to review our quarterly and annual tax calculations;
- Hiring and recruitment of experienced resources with backgrounds in accounting for income taxes as well as public company experience; and
- Implementation of a tax reporting software solution and enhancement of our related internal reporting requirements relating thereto.

We are actively looking for experienced resources and are in the process of identifying a new tax reporting software solution. We have engaged an external accounting firm to assist us in the quarterly and annual provision processes and recommend enhancements. While we expect the material weaknesses to be remediated by the end of 2017, the material weaknesses cannot be considered remediated until the controls have operated for a sufficient period of time and until management has concluded, through testing, that the controls are operating effectively.

PART II - OTHER INFORMATION

Item 1 - Legal Proceedings

We are involved in various legal proceedings, claims, and government audits arising in the ordinary course of business. While the outcome of any pending matters is currently not determinable, management does not expect that the ultimate costs to resolve such matters will have a material adverse effect on our financial position, results of operations or cash flows.

We sell molded door skins to certain customers pursuant to long-term contracts, and these customers in turn use the molded door skins to manufacture interior doors and compete directly against us in the marketplace. We have given notice of termination of one of these contracts and, on June 29, 2016, the counterparty to the agreement, Steves filed a claim against JWI in the U.S. District Court for the Eastern District of Virginia, Richmond Division. The complaint alleges that our acquisition of CMI, together with subsequent price increases and termination of the contract, violated antitrust laws and constituted a breach of contract, breach of warranty, and tort. The complaint seeks injunctive relief, ordinary and treble damages, and declaratory relief. We believe Steves' claims lack merit and intend to defend vigorously against this action.

Item 1A - Risk Factors

For a discussion of the risk factors associated with the Company's business, see Part I, Item 1A of the Form 10-K and Part II and Item 1A of the Form 10-Q for the quarter ended April 1, 2017, in each case under the heading "Risk Factors."

Item 2 - Unregistered Sales of Equity Securities and Use of Proceeds

USE OF PROCEEDS FROM OUR PUBLIC OFFERING

On January 26, 2017, our Registration Statement on Form S-1 (File No. 333-211761) was declared effective by the SEC for our IPO pursuant to which we registered and sold an aggregate of 22,272,727 shares of our common stock at a price of \$23.00 per share. The offering closed on February 1, 2017, resulting in net proceeds of \$472.4 million to us after deducting underwriters' discounts and commissions of \$32.0 million and other offering expenses of \$7.9 million.

We used or will use the net proceeds to us from the IPO as follows: (i) to pay fees and expenses of approximately \$7.9 million in connection with the IPO, (ii) to repay \$375 million of indebtedness outstanding under our Term Loan Facility; and (iii) working capital and other general corporate purposes, including sales and marketing activities, general and administrative matters, capital expenditures, and to invest in or acquire complementary businesses, products, services, technologies, or other assets.

There has been no material change in the use of proceeds as described in the final prospectus filed on January 30, 2017.

Item 5 - Other Information

Appointment of New Director to the Board of Directors

On August 3, 2017, the Company's Board of Directors (the "Board") voted to increase the size of the Board from ten to eleven members and elected William F. Banholzer, Ph.D, to fill the newly created vacancy. Dr. Banholzer will serve as a Class II director with a term expiring at the annual meeting of stockholders to be held in 2019, and as a member of the Board's Compensation Committee.

Dr. Banholzer will receive compensation for his services as a director in accordance our non-employee director compensation policy, which provides for annual cash compensation of \$90,000 and annual equity compensation of \$110,000, prorated where applicable for a partial year of service. On August 3, 2017, Dr. Banholzer received restricted stock units with an aggregate value of \$66,000 pursuant to the policy. Dr. Banholzer also entered into our standard indemnification agreement with the Company.

Dr. Banholzer, age 60, has served as a Research Professor at the University of Wisconsin since October 2013, with appointments in the Chemical & Biological Engineering Department, Chemistry Department, Wisconsin Energy Institute and the Wisconsin Institute for Discovery. Dr. Banholzer retired from Dow Chemical Company in January 2014 where he had served as Executive Vice President and Chief Technology Officer since July 2005. During his time at Dow Chemical, Dr. Banholzer also served as a member of the board of directors for Dow Corning Corporation, Dow Kokam and the Dow Foundation. Prior to his time at Dow Chemical, Dr. Banholzer had a 22-year career with General Electric Company (GE) where he held positions of increasing authority including his role of Vice President, Global Technology, GE Advanced Materials. Dr. Banholzer holds a bachelor's degree in

chemistry from Marquette University as well as a master's degree and doctorate in chemical engineering from the University of Illinois.

Employment Agreements with the Company's Named Executive Officers

Effective August 7, 2017, the Company entered into new executive employment agreements with each of our named executive officers (our "NEOs") that provide for "at will" employment, meaning that either we or the NEO may terminate the employment relationship at any time without cause. Our NEOs are: Mark Beck, President and Chief Executive Officer; L. Brooks Mallard, Executive Vice President and Chief Financial Officer; Laura Doerre, Executive Vice President, General Counsel and Chief Compliance Officer; and John Dinger, Executive Vice President and President, North America.

The initial base salary under each of the new employment agreements for Mr. Beck, Mr. Mallard, Ms. Doerre and Mr. Dinger will be \$875,000, \$505,000, \$500,000 and \$410,000, respectively, which is subject to annual review and adjustment by the Board. Mr. Beck, Mr. Mallard, Ms. Doerre and Mr. Dinger each will be eligible to earn an annual cash incentive bonus under the Company's Management Incentive Plan with a target amount equal to 125%, 75%, 75% and 60%, respectively, of his or her base salary. Each NEO is also eligible to participate in the Company's long-term incentive compensation plan on terms and conditions that are appropriate to his or her position and the employee benefit plans available to our employees, subject to the terms of those plans.

In addition, Mr. Beck and his family members are entitled to use of the Company aircraft for personal travel with a value limited to \$150,000 annually. Mr. Beck's employment agreement also provides that he shall be nominated for reelection to the Board at the conclusion of each term of his service as a director so long as he remains an employee of the Company.

The employment agreements for these NEOs provide that, in the event that his/her employment is terminated by us without "cause" or the executive resigns for "good reason" (as those terms are defined in the employment agreement), subject to the execution and effectiveness of a separation agreement, including two-year post-termination non-compete and non-solicitation provisions and a general release of claims in our favor, the NEO will be entitled to receive (i) an amount equal to the sum of (x) his/her current base salary and (y) his/her target annual cash incentive bonus for the year of termination; (ii) a pro-rated annual cash incentive bonus based on actual Company performance through the date of termination; (iii) treatment of equity awards held by the NEO pursuant to the terms of the applicable award agreement; (iv) if the NEO is participating in our group health plan immediately prior to his/her termination, payment of 12 months of healthcare coverage following termination; and (v) outplacement services not to exceed \$10,000 in total.

In the event that the NEO's employment is terminated by us without cause or he/she resigns for good reason, in either case within 24 months following a "change in control" (as defined in the employment agreement), subject to the execution and effectiveness of a separation agreement, including two-year post-termination non-compete and non-solicitation provisions and a general release of claims in our favor, the NEO will be entitled to receive (i) an amount equal to two times (one times for Mr. Dinger) the sum of (x) his/her current base salary and (y) his/her average cash incentive bonus for the three full fiscal years prior to the change in control event or the three full fiscal years prior to the year of termination, if greater; (ii) a pro-rated annual cash incentive bonus based on the NEO's annual bonus target amount or that fiscal year through the date of termination; (iii) full acceleration of all time-based equity awards held by the NEO; (iv) acceleration of vesting of performance share units at target amounts pro-rated through the date of termination, rounded to the full year; (v) if the NEO is participating in our group health plan immediately prior to his/her termination and elects to continue coverage, payment of 24 months of healthcare coverage following termination (12 months for Mr. Dinger) ; and (vi) outplacement services not to exceed \$10,000 in total.

Item 6 - Exhibits

Exhibit No.	Exhibit Description	Form	File No.	Exhibit	Filing Date
3.1	Restated Certificate of Incorporation of JELD-WEN Holding, Inc., filed February 1, 2017.	8-K	001-38000	3.1	February 1, 2017
3.2	Amended and Restated Bylaws of JELD-WEN Holding, Inc.	S-1/A	333-211761	3.4	January 5, 2017
4.1	Amendment No. 1 to Amended and Restated Registration Rights Agreement, among JELD-WEN Holding, Inc., Onex Partners III LP, Onex Advisor III LLC, Onex Partners III GP LP, Onex Partners III PV LP, Onex Partners III Select LP, Onex US Principals LP, Onex Corporation, Onex American Holdings II LLC, BP EI LLC, 1597257 Ontario Inc. and the other parties thereto, dated May 12, 2017	S-1	333-217994	4.3	May 15, 2017
10.1+*	Form of Executive Employment Agreement between JELD-WEN Holding, Inc. and each of Mark A. Beck, L. Brooks Mallard, and Laura W. Doerre, effective August 7, 2017.				
10.2+*	Executive Employment Agreement between JELD-WEN Holding, Inc. and John A. Dinger, effective August 7, 2017.				
31.1*	Certification of Principal Executive Officer Pursuant to Rule 13a-14(a) / 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2*	Certification of Principal Financial Officer Pursuant to Rule 13a-14(a) / 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS*	XBRL Instance Document.				
101.SCH*	XBRL Taxonomy Extension Schema Document.				
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.				
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.				
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.				
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.				

* Filed herewith.

+ Indicates management contract or compensatory plan

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

JELD-WEN HOLDING, INC.

(Registrant)

By: /s/ L. Brooks Mallard

L. Brooks Mallard

Chief Financial Officer

Date: August 8, 2017

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into on the ____ day of August 2017 (the “Effective Date”), by and between JELD-WEN Holding, Inc., a Delaware corporation (the “Company”) and ____ (the “Executive”).

1. Term of Employment; Duties. (1) As used herein, the phrase “Term of Employment” shall mean the period commencing on the Effective Date and ending on the date of termination of Executive’s employment in accordance with any one of Sections 5(a) through 5(e) below.

(a) The Company hereby agrees to employ Executive as its ____ for the Term of Employment, and Executive agrees to serve in these capacities with the duties and responsibilities customary to such positions in a company of the size and nature of the Company, protecting, encouraging and promoting the interests of the Company, and performing such other duties consistent with the offices held by Executive as may be reasonably assigned to him from time to time by the Chief Executive Officer (“CEO”) or Board of Directors of the Company (the “Board”). During the Term of Employment, Executive shall report solely and directly to the CEO.

(b) Executive shall devote all of Executive’s business time and attention to Executive’s duties on the Company’s behalf except for sick leave, vacations and approved leaves of absence; provided, however, that nothing shall preclude Executive from (i) managing Executive’s personal investments and affairs and (ii) participating as a member of the board of directors or similar governing body of no more than one (1) for-profit company which is not a direct competitor of the Company and approved by the Board in writing prior to Executive commencing service therewith and such not-for-profit companies or institutions as do not interfere with the performance of Executive’s duties; provided that in each case, Executive shall not engage in activities inconsistent with the Company’s ethics codes and other conflicts of interest policies in effect from time to time or which materially interfere with or adversely affect the performance of Executive’s duties under this Agreement.

2. Compensation. (1) Base Salary. The Company agrees to pay to Executive as a salary during the Term of Employment the sum of ____ per year, payable in accordance with the normal payroll practices of the Company in the United States as in effect from time to time. The Board shall review, and may adjust in its sole discretion, such base salary no less often than annually. Executive’s annual base salary rate, as in effect from time to time, is hereinafter referred to as the “Base Salary.”

(a) Annual Bonuses. During the Term of Employment, Executive shall participate in the Company’s annual Management Incentive Plan or any successor plan (the “MIP”), on terms and conditions that are appropriate to Executive’s positions and responsibilities at the Company and are no less favorable than those applying to other senior executive officers of the Company. Executive’s target annual bonus under the MIP in respect of each Fiscal Year shall be ____ of Base Salary and Executive’s maximum annual bonus shall be ____ of Base Salary. The Board

shall review, and may adjust in its sole discretion, such bonus targets each year when it sets target bonuses for the MIP. Any annual bonus paid to Executive shall be in addition to the Base Salary and to any and all other benefits to which Executive is entitled as provided in this Agreement. Except as in accordance with any deferral election made by Executive pursuant to any deferred compensation plan maintained by the Company, payment of annual bonuses shall be made at the same time that other senior executive officers of the Company receive their annual bonuses.

(b) Long-Term Incentive Programs. Executive shall participate in the Company's 2017 Omnibus Equity Plan or any successor plan and other long-term incentive compensation plans generally available to other senior executive officers of the Company from time to time on terms and conditions that are appropriate to Executive's positions and responsibilities at the Company and are no less favorable than those generally applicable to such other senior executive officers.

3. Employee Benefit Programs. During the Term of Employment, Executive shall be entitled to participate in all employee retirement, savings and welfare benefit plans and programs made available to the Company's executive officers, as such plans may be in effect from time to time and on terms and conditions that are no less favorable than those generally applicable to other senior executive officers to the extent not duplicative of benefits provided by this Agreement.

4. Perquisites, Vacations, and Reimbursement of Expenses. During the Term of Employment:

(a) The Company shall furnish Executive with, and Executive shall be allowed full use of, office facilities, secretarial and clerical assistance and other Company property and services commensurate with Executive's position and of at least comparable quality, nature and extent to those made available to other senior executive officers of the Company from time to time;

(b) Executive shall be allowed a minimum of ____ weeks annual vacation and leaves of absence ("PTO") with pay on a basis no less favorable than that applicable to other senior executive officers of the Company. PTO shall not be accrued, and any unused PTO shall be forfeited; and

(c) The Company shall reimburse Executive for reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder, such reimbursements to be effected in accordance with normal Company reimbursement procedures in effect from time to time.

5. Termination of Employment.

(a) Termination Due to Death. In the event that Executive's employment is terminated due to Executive's death, the Company's payment obligations under this Agreement shall terminate, except that Executive's estate or Executive's beneficiaries, as the case may be, shall be entitled to the following:

(1) (i) the Base Salary through the date of termination, (ii) any earned but unpaid portion of Executive's annual bonus provided for in Section 2(b) for the Fiscal Year preceding the year of termination, (iii) reimbursement for any unreimbursed business expenses properly incurred by Executive pursuant to this Agreement or in accordance with Company policy prior to the date of Executive's termination, and (iv) such employee benefits, if any, to which Executive may be entitled under the employee benefit plans of the Company according to their terms (the amounts described in clauses (i) through (iv) of this Section 5(a)(1), reduced (but not below zero) by any amounts owed by Executive to the Company, being referred to as the "Accrued Rights");

(2) a pro rata annual bonus provided for in Section 2(b) for the Fiscal Year in which Executive's death occurs, based on the Company's actual performance for the entire Fiscal Year, prorated for the number of calendar months during the Fiscal Year that Executive was employed prior to such termination (rounded up to the next whole month), payable at the time annual bonuses are paid for such Fiscal Year to executives of the Company generally (a "Pro Rata Bonus"); and

(3) except as otherwise provided in Section 2, Executive's outstanding stock options, restricted stock, performance share units, and restricted stock units ("Stock Awards") shall be administered in accordance with the terms of the written agreements setting forth the terms of each such Stock Award.

A reduction to any amounts required to be provided or paid pursuant to Section 5(a)(1) that are subject to Section 409A shall not be effective until the amounts payable or provided to Executive under this Agreement sought to be reduced would otherwise have been paid to Executive pursuant to the terms of this Agreement.

(b) Termination due to Disability.

(1) If, as a result of Executive's incapacity due to physical or mental illness, accident or other incapacity (as determined by the Board in good faith, after consideration of such medical opinion and advice as may be available to the Board from medical doctors selected by Executive or by the Board or both separately or jointly), Executive shall have been absent from Executive's duties with the Company on a full-time basis for six consecutive months and, within 30 days after written notice of termination thereafter given by the Company, Executive shall not have returned to the full-time performance of Executive's duties, the Company or Executive may terminate Executive's employment for "Disability".

(2) In the event that Executive's employment is terminated due to Disability, Executive shall be entitled to the following benefits:

(i) the Accrued Rights;

(ii) a Pro Rata Bonus for the Fiscal Year in which Executive's termination occurs; and

(iii) except as otherwise provided in Section 2, Executive's outstanding Stock Awards shall be administered in accordance with the terms of the written agreements setting forth the terms of each such Stock Award.

(c) Termination by the Company for Cause.

(1) The Company shall have the right to terminate Executive's employment at any time for Cause in accordance with this Section 5(c).

(2) For purposes of this Agreement, "Cause" shall mean: (i) the conviction or entry of a plea of guilty or nolo contendere to (A) any felony or (B) any crime (whether or not a felony) involving moral turpitude, fraud, theft, breach of trust or other similar acts, whether under the laws of the United States or any state thereof or any similar foreign law to which the person may be subject; (ii) being engaged or having engaged in conduct constituting breach of fiduciary duty, dishonesty, willful misconduct or material neglect relating to the Company or any of its subsidiaries or the performance of a person's duties; (iii) appropriation (or an overt act attempting appropriation) of a material business opportunity of the Company or any of its subsidiaries; (iv) misappropriation (or an overt act attempting misappropriation) of any funds of the Company or any of its subsidiaries; (v) the willful failure to (A) follow a reasonable and lawful directive of the Company or any of its subsidiaries at which a person is employed or provides services, or the Board of Directors or (B) comply with any written rules, regulations, policies or procedures of the Company or a subsidiary at which a person is employed or to which he or she provides services which, if not complied with, would reasonably be expected to have more than a *de minimis* adverse effect on the business or financial condition of the Company; (vi) willful and knowing material violation of any (I) material rules or regulations of any governmental or regulatory body that are material to the business of the Company or (II) U.S. securities laws; provided that for the avoidance of doubt, a violation shall not be considered as willful or knowing where Executive has acted in a manner consistent with specific advice of outside counsel to the Company; (vii) failure to cooperate, if requested by the Board, with any investigation or inquiry by the Company, the Securities Exchange Commission or another governmental body into Executive's or the Company's business practices, whether internal or external, including, but not limited to, Executive's refusal to be deposed or to provide testimony at any trial or inquiry; (viii) violation of a person's employment, consulting, separation or similar agreement with the Company or any non-disclosure, non-solicitation or non-competition covenant in any other agreement to which the person is subject; (ix) deliberate and continued failure to perform material duties to the Company or any of its subsidiaries; or (x) violation of the Company's Code of Business Conduct and Ethics, as it may be amended from time to time.

(3) No termination of Executive's employment by the Company for Cause pursuant to this Section 5(c) shall be effective unless the provisions of this Section 5(c)(3) shall have been complied with and unless a majority of the members of the Board have duly voted to approve such termination. Executive shall be given written notice by the Board of its intention to terminate him for Cause, which notice (A) shall state in detail the particular circumstances that

constitute the grounds on which the proposed termination for Cause is based and (B) shall be given no later than ninety (90) days (or sixty (60) days on or after a Change in Control) after the first meeting of the Board at which the Board became aware of the occurrence of the event giving rise to such grounds. For purposes of this agreement, “Change in Control” shall have the meaning ascribed to it in the 2017 Omnibus Equity Plan. Executive shall have 30 days after receiving such notice in which to cure such grounds, to the extent curable, as determined by the Board in good faith. If Executive fails to cure such grounds within such 30-day period, Executive’s employment with the Company shall thereupon be terminated for Cause. If the Board determines in good faith that the grounds are not curable, Executive’s employment with the Company shall be terminated for Cause upon Executive’s receipt of written notice from the Board.

(4) In the event the Company terminates Executive’s employment for Cause pursuant to this Section 5(c), Executive shall be entitled to the Accrued Rights. Executive’s outstanding Stock Awards shall be administered in accordance with the terms of the written agreements setting forth the terms of each such Stock Award.

(d) Termination Without Cause or for Good Reason.

(1) In the event of a Termination without Cause or Resignation for Good Reason (a “ Qualifying Termination ”), Executive shall be entitled to 30 days’ notice, following which Executive shall receive the Accrued Rights and, subject to (X) Executive’s continued compliance with the provisions of Sections 10, 11, 12 and 13 hereof, and (Y) in the case of a Qualifying Termination which occurs prior to a Change in Control (a “ Non-CIC Qualifying Termination ”), Executive’s execution and non-revocation of a release of claims substantially in the form attached hereto as Annex A, with such changes as may be required by changes in applicable law (a “ Release ”) pursuant to Section 5(d)(4), the following:

(i) (A) in the event of a Non-CIC Qualifying Termination, a Pro Rata Bonus for the Fiscal Year in which such termination occurs, at the time annual bonuses are paid for such Fiscal Year to executives of the Company generally; or (B) in the event of a Qualifying Termination which occurs on or after a Change in Control (a “ CIC Qualifying Termination ”), a pro rata annual bonus for the Fiscal Year in which such termination occurs, based on Executive’s target annual bonus for such Fiscal Year, prorated for the number of calendar months during the Fiscal Year that Executive was employed prior to such termination (rounded up to the next whole month), payable (I) in the event of a CIC Qualifying Termination which occurs two (2) years or less following a Change in Control, as soon as practicable following Executive’s termination of employment, and (II) in the event of a CIC Qualifying Termination which occurs more than two (2) years following a Change in Control, at the time annual bonuses are paid for such Fiscal Year to executives of the Company generally;

(ii) a severance payment in an amount equal to the sum of (A) and (B), where (A) is the Base Salary, as in effect immediately prior to the delivery of notice of termination or, for a termination for Good Reason, as in effect immediately prior to the event giving rise to Good Reason, and (B)(1) in the event of a Non-CIC Qualifying Termination, is Executive’s

target annual bonus provided for in Section 2(b) of this Agreement for the Fiscal Year in which such termination occurs or, for a termination for Good Reason, Executive's target annual bonus as in effect immediately prior to the event giving rise to Good Reason, or (2) in the event of a CIC Qualifying Termination, is the average annual short-term incentive compensation bonus (including any bonus or portion thereof that has been earned but deferred, annualized for any fiscal year during which the Participant was employed for less than twelve (12) full months), the Participant received from the Company or any of its affiliates during (i) the three (3) full fiscal years of the Company immediately preceding the Change in Control (or such fewer number of fiscal years during which Executive was employed), or (ii) the three (3) full fiscal years of the Company immediately preceding the Date of Termination (or such fewer number of fiscal years during which Executive was employed), if greater, payable (I) in the event of a Non-CIC Qualifying Termination or in the event of a CIC Qualifying Termination which occurs more than two (2) years following a Change in Control, in Twelve (12) equal monthly installments following Executive's termination or (II) in the event of a CIC Qualifying Termination which occurs on or within two (2) years following a Change in Control, in a single lump sum not later than ten (10) days following Executive's termination of employment;

(iii) in the event of a CIC Qualifying Termination, all Stock Options, RSUs or similar equity incentives shall fully and immediately vest upon termination and all PSUs or similar equity incentives shall vest at target levels prorated for the number of years of service in the applicable performance period prior to termination (rounded up to the next full year) upon termination. In the event of a Non-CIC Qualifying Termination, all equity awards shall be treated in accordance with the applicable agreements;

(iv) if Executive elects to continue coverage under the Company's medical, dental, and/or vision insurance plans pursuant to COBRA following termination of employment, the Company shall pay Executive's COBRA premiums or otherwise provide continuing coverage for a period of twelve (12) months following termination in the event of a Non-CIC Qualifying Termination and twenty-four (24) months following termination in the event of a CIC Qualifying Termination and timely report the COBRA premiums as taxable income to Executive in a manner necessary for Executive to not incur penalty taxes on such benefits pursuant to Section 409A; and

(v) Company will provide Executive with outplacement services not to exceed \$10,000 in total value.

(2) For purposes of this Agreement, “ Change in Control ” shall mean the occurrence of any of the following:

(i) An acquisition (other than directly from the Company) of any voting securities of the Company (the “Voting Securities”) by any Person, immediately after which such Person first acquires “Beneficial Ownership” (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the Company's then-outstanding Voting Securities; provided, however, that in determining whether a

Change in Control has occurred pursuant to this section, the acquisition of Voting Securities in a Non-Control Acquisition (as hereinafter defined) shall not constitute a Change in Control. A “Non-Control Acquisition” shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by (A) the Company or (B) any corporation or other Person the majority of the voting power, voting equity securities or equity interest of which is owned, directly or indirectly, by the Company (for purposes of this definition, a “Related Entity”), (ii) the Company or any Related Entity or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(ii) The individuals who, as of the Effective Date of this Plan, are members of the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the election, or nomination for election by the Company’s common stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of this Plan, be considered as a member of the Incumbent Board; provided further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a “Proxy Contest”) including by reason of any agreement intended to avoid or settle any Proxy Contest;

(iii) The consummation of:

(a) A merger, consolidation or reorganization (x) with or into the Company or (y) in which securities of the Company are issued (a “Merger”), unless such Merger is a Non-Control Transaction. A “Non-Control Transaction” shall mean a Merger in which:

(i) the stockholders of the Company immediately before such Merger own directly or indirectly immediately following such Merger at least a majority of the combined voting power of the outstanding voting securities of (1) the corporation resulting from such Merger (the “Surviving Corporation”), if fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly or indirectly, by another Person (a “Parent Corporation”), or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(ii) the individuals who were members of the Board immediately prior to the execution of the agreement providing for such Merger constitute at least a majority of the members of the board of directors of (1) the Surviving Corporation, if there is no Parent Corporation, or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; and

(iii) no Person other than (1) the Company or another corporation that is a party to the agreement of Merger, (2) any Related Entity, (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to the Merger, was maintained by the Company or any Related Entity or (4) any Person who, immediately prior to the Merger, had Beneficial Ownership of Voting Securities representing more than fifty percent (50%) of the combined voting power of the Company's then-outstanding Voting Securities, has Beneficial Ownership, directly or indirectly, of fifty percent (50%) or more of the combined voting power of the outstanding voting securities of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(iv) The sale or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to the Company's stockholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the then outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities then outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person; provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Voting Securities by the Company and, after such acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities and such Beneficial Ownership increases the percentage of the then outstanding Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

(3) For purpose of this Agreement, "Good Reason" shall mean the occurrence of any of the following subsequent to the Effective Date of this Agreement without Executive's consent:

(i) Prior to a Change in Control, (A) the removal of Executive from the position of ____; (B) the assignment to Executive of duties that are materially inconsistent with, or that materially impair Executive's ability to perform, the duties customarily assigned to an ____ of a corporation of the size and nature of the Company; or a change in the reporting structure so that Executive reports to someone other than the CEO or is subject to the direct or indirect authority or control of a person or entity other than the CEO or the Board; (C) any material breach by the Company of this Agreement; (D) conduct by the Company that would cause Executive to commit fraudulent acts or would expose Executive to criminal liability; (E) the Company failing to obtain the assumption in writing of its obligation to perform this Agreement by any successor to

all or substantially all of the Company's business or assets; (F) a relocation of Executive's principal place of employment to any place which is more than 50 miles from the Company's corporate headquarters as of the Effective Date; (G) a decrease in Executive's Base Salary below the Base Salary in effect on the Effective Date, other than an across the board reduction in base salary applicable in like proportions to all senior executive officers; or (H) a decrease in Executive's target annual bonus percentage or maximum annual bonus percentage under the MIP below those in effect on the Effective Date, other than an across the board reduction of percentages or elimination of the MIP in like proportions to all senior executive officers.

(ii) On or after a Change in Control, in addition to anything described in Section 5(d)(3)(i), (A) a substantial change in the nature, or diminution in the status of Executive's duties or position from those in effect immediately prior to the Change in Control (which will be presumed to have occurred if, immediately following such Change in Control, the Company or its successor is not publicly traded and, if the ultimate parent of the Company is publicly traded, Executive is not ____ of such ultimate parent); (B) a material reduction by the Company of Executive's Base Salary as in effect on the date of a Change in Control or as in effect thereafter if such Base Salary has been increased and such increase was approved prior to the Change in Control; (C) a reduction by the Company in the overall value of benefits provided to Executive (including profit sharing, retirement, health, medical, dental, disability, insurance, and similar benefits, to the extent provided by the Company prior to any such reduction), as in effect on the date of Change in Control or as in effect thereafter if such benefits have been increased and such increase was approved prior to the Change in Control; (D) a failure to continue in effect any MIP, stock option or other equity-based or non-equity based incentive compensation plan in effect immediately prior to the Change in Control, or a reduction in Executive's participation in any such plan, unless Executive is afforded the opportunity to participate in an alternative incentive compensation plan of reasonably equivalent value; (E) a failure to provide Executive the same number of PTO days per year available to him prior to the Change in Control; (F) relocation of Executive's principal place of employment to any place more than fifty (50) miles from Executive's previous principal place of employment; (G) any material breach by the Company of any provision of this Agreement or any equity award agreement; (H) conduct by the Company, against Executive's volition, that would cause Executive to commit fraudulent acts or would expose Executive to criminal liability or (I) any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company; provided, that for purposes of clauses (B) through (E) above, "Good Reason" shall not exist (1) if the aggregate value of all salary, benefits, incentive compensation arrangements, perquisites and other compensation is reasonably equivalent to the aggregate value of salary, benefits, incentive compensation arrangements, perquisites and other compensation as in effect immediately prior to the Change in Control, or as in effect thereafter if the aggregate value of such items has been increased and such increase was approved prior to the Change in Control, or (2) if the reduction in aggregate value is due to the application of Company or Executive performance against the applicable performance targets, in each case applying standards reasonably equivalent to those utilized by the Company prior to the Change in Control.

(4) No termination of Executive's employment by Executive for Good Reason pursuant to Section 5(d)(3) (i) shall be effective unless the provisions of this Section 5(d)(4) shall have been complied with. Executive shall give written notice to the Company of Executive's intention to terminate Executive's employment for Good Reason, which notice shall (i) state in detail the particular circumstances that constitute the grounds on which the proposed termination for Good Reason is based and (ii) be given no later than ninety (90) days after the first occurrence of such circumstances. The Company shall have thirty (30) days after receiving such notice in which to cure such grounds. If the Company fails to cure such grounds within such thirty (30)-day period, Executive's employment with the Company shall thereupon terminate for Good Reason.

(5) This Section 5(d)(5) shall apply only in the event of a Non-CIC Qualifying Termination. The Company shall furnish to Executive within five (5) business days following such termination a Release and Executive must return the Release and it must have become irrevocable before the sixtieth (60th) day after Executive's termination before any payments or benefits may be provided. If the Release is timely provided and is irrevocable on or before the sixtieth (60th) day following Executive's termination of employment, the benefits and amounts described in Section 5(d)(1) shall commence to be provided (and provided retroactively to the extent that the payment or benefit would otherwise have been provided but for the requirement of the Release) two (2) business days after the Release is irrevocable but in any event not later than the sixtieth (60th) day after termination of Executive's employment; provided that if the sixty (60) day period following the termination of Executive's employment expires in the calendar year following the calendar year of Executive's termination of employment, payments and benefits shall not commence earlier than the calendar year following termination of Executive's employment. If the Company fails to furnish the form of Release timely to Executive, no Release shall be required and Executive shall be treated as if Executive had timely executed and submitted the Release and such Release had become irrevocable on the tenth (10th) day after termination of Executive's employment. If Executive fails to submit the Release timely enough so that it is irrevocable on or before the sixtieth (60th) day following termination of employment and the Company has complied with its obligation to furnish the form of Release to Executive within five (5) business days following Executive's termination of employment, then Executive shall not be entitled to receive any benefits under Section 5(d)(1) other than the Accrued Rights.

(e) Voluntary Termination. Executive shall have the right to terminate Executive's employment with the Company in a voluntary termination at any time upon thirty days' notice. A voluntary termination shall mean a termination of employment by Executive on Executive's own initiative, other than a termination due to Disability or for Good Reason. Executive's voluntary termination shall have the same consequences as provided in Section 5(c) for a termination for Cause.

(f) Reduction of Certain Payments.

(1) Anything in this Agreement to the contrary notwithstanding, in the event that the receipt of all payments or distributions by the Company in the nature of compensation

to or for Executive's benefit, whether paid or payable pursuant to this Agreement or otherwise (a "Payment"), would subject Executive to the excise tax under Section 4999 of the Code, the accounting firm which audited the Company prior to the corporate transaction which results in the application of such excise tax (the "Accounting Firm") shall determine whether to reduce any of the Payments paid or payable pursuant to this Agreement (the "Agreement Payments") to the Reduced Amount (as defined below). The Agreement Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if Executive's Agreement Payments were reduced to the Reduced Amount. If such a determination is not made by the Accounting Firm, Executive shall receive all Agreement Payments to which Executive is entitled under this Agreement.

(2) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 5(f) shall be made as soon as reasonably practicable and in no event later than sixty (60) days following the date of termination or such earlier date as requested by the Company and the Executive. For purposes of reducing the Agreement Payments to the Reduced Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(3) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement which should not have been so paid or distributed (the "Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement could have been so paid or distributed (the "Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or Executive which the Accounting Firm believes has a high probability of success, determines that an Overpayment has been made, Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no amount shall be payable by Executive to the Company if and to the extent such payment would not either reduce the amount on which Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be paid promptly (and in no event later than sixty (60) days following the date on which the Underpayment is determined) by the Company to or for the benefit of Executive together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

(4) For purposes hereof, the following terms have the meanings set forth below: (i) "Reduced Amount" shall mean the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code if the Accounting

Firm determines to reduce Payments pursuant to this Section 5(g) and (ii) “ Net After-Tax Receipt ” shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to Executive’s taxable income for the immediately preceding taxable year, or such other rate(s) as Executive certifies, in Executive’s sole discretion, as likely to apply to him in the relevant tax year(s).

6. Indemnification and Insurance. (1) The Company and Executive acknowledge that they shall, as soon as reasonably practicable after the Effective Date, enter into an Indemnification Agreement, substantially in the form attached hereto as Annex B, which agreement shall not be affected by this Agreement.

(a) The Company agrees that Executive shall be covered as a named insured under the Company’s Directors’ and Officers’ liability insurance as applicable from time to time to the Company’s senior executive officers on terms and conditions that are no less favorable than those applying to such other senior executive officers.

7. No Mitigation; No Offset. In the event of a termination of Executive’s employment for any reason, Executive shall not be required to seek other employment or to mitigate any of the Company’s obligations under this Agreement, and except as otherwise provided in this Agreement, no amount payable under Section 5 shall be reduced by (a) any claim the Company may assert against Executive or (b) any compensation or benefits earned by Executive as a result of employment by another employer, self-employment or from any other source after such termination of employment with the Company.

8. Designated Beneficiary. In the event of the death of Executive while in the employ of the Company, or at any time thereafter during which amounts remain payable to Executive under Section 5 above, such payments shall thereafter be made to such person or persons as Executive may specifically designate (successively or contingently) to receive payments under this Agreement following Executive’s death by filing a written beneficiary designation with the Company during Executive’s lifetime. Any change in the beneficiary designation shall be in such form as may be reasonably prescribed by the Company and may be amended from time to time or may be revoked by Executive pursuant to written instruments filed with the Company during Executive’s lifetime. Beneficiaries designated by Executive may be any natural or legal person or persons, including a fiduciary, such as a trustee of a trust, or the legal representative of an estate. Unless otherwise provided by the beneficiary designation filed by Executive, if all of the persons so designated die before Executive on the occurrence of a contingency not contemplated in such beneficiary designation, or if Executive shall have failed to provide such beneficiary designation, then the amount payable under this Agreement shall be paid to Executive’s estate.

9. Ethics. During the Term of Employment, Executive shall be subject to the Company's Code of Business Conduct and Ethics and related policies (the "Policies"), as the Policies may be updated from time to time, which Policies are set forth on the Corporate Governance page of the Company's website. If for any reason an arbitrator, subject to judicial review as provided by law, or a court should determine that any provision of the Policies is unreasonable in scope or otherwise unenforceable, such provision shall be deemed modified and fully enforceable as so modified to the extent the arbitrator and any reviewing court determines what would be reasonable and enforceable under the circumstances.

10. Confidential Information, Return of Property, Developments. (1) Executive covenants and agrees that, except to the extent the use or disclosure of any Confidential Information is required to carry out Executive's assigned duties with the Company, during the Term and thereafter: (i) Executive shall keep strictly confidential and not disclose to any person not employed by the Company any Confidential Information; and (ii) Executive shall not use or refer to any Confidential Information. However, this provision shall not preclude Executive from: (x) the use or disclosure of information known generally to the public (other than information known generally to the public as a result of Executive's violation of this Section), (y) any disclosure required by law or court order so long as Executive provides the Company prompt written notice of any such potential disclosure and reasonably cooperates with the Company to prevent or limit such disclosure to the extent lawful, or (z) communicating with a government office, official or agency. "Confidential Information" means confidential, proprietary or business information related to the Company's business that is or was furnished to, obtained by, or created by Executive during Executive's employment with the Company. Confidential Information includes by way of illustration, but is not limited to, such information relating to the Company's: (A) customers and suppliers, including customer lists, supplier lists, contact information, contractual terms, prices, and billing histories; (B) finances, financial statements, balance sheets, forecasts, profit margins and cost analyses; (C) plans and projections for new and developing business opportunities and for maintaining existing business; and (D) operating methods, business processes and techniques, services, products, prices, costs, service performance, and operating results. For the avoidance of doubt, this provision in no way limits Executive's obligations or the Company's rights under applicable trade secrets statutes.

(a) All property, documents, data, and Confidential Information prepared or collected by Executive as part of Executive's employment with the Company, in whatever form, are and shall remain the property of the Company. Executive agrees that Executive shall return upon the Company's request at any time (and, in any event, before Executive's employment with the Company ends) all documents, data, Confidential Information, and other property belonging to the Company in Executive's possession or control, regardless of how stored or maintained and including all originals, copies and compilations.

(b) Executive hereby assigns and agrees in the future to assign to the Company Executive's full right, title and interest in all Developments (as defined below). In addition, all

copyrightable works that Executive has created or creates in the course of or related to Executive's employment with the Company shall be considered "work made for hire" and shall be owned exclusively by the Company. "Developments" means any invention, formula, process, development, design, innovation or improvement made, conceived or first reduced to practice by Executive, solely or jointly with others, during Executive's employment with the Company and that was developed using the equipment, supplies, facilities or trade secret information of the Company or that relates at the time of conception or reduction to practice to: (i) the business of the Company, or (ii) any work performed by Executive for the Company.

11. Noncompete. (a) During the Restricted Period (as defined below), Executive shall not: (i) engage in Competitive Activity (as defined below) within or with respect to the Prohibited Territory (as defined below); or (ii) assist any entity or person to engage in Competitive Activity within or with respect to the Prohibited Territory, whether as an owner, financing source, consultant, employee or otherwise. In interpreting the foregoing, Executive agrees, for example, that Executive communicating about a project located within the Prohibited Territory (whether such communication is by telephone, e-mail, or otherwise) would constitute Executive engaging in activity "within or with respect to the Prohibited Territory" regardless of where Executive may be physically located at the time of that communication.

(a) The "Restricted Period" means: (i) the Term; and (ii) the 24-month period following the last day of the Term (the "Separation Date").

(b) "Competitive Activity" means competing against the Company by: (i) engaging in work for a competitor of the Company that is the same as or substantially similar to the work Executive performed on behalf of the Company; and/or (ii) engaging in an aspect of the Restricted Business (as defined below) that Executive was involved with on behalf of the Company. Notwithstanding the preceding, passively owning less than 3% of a public company shall not constitute by itself Competitive Activity or assisting others to engage in Competitive Activity.

(c) The "Restricted Business" means: (i) the business engaged in by the Company as of the Separation Date; and (ii) the business of the manufacture, sale and/or distribution of doors and/or windows.

(d) "Prohibited Territory" means: (i) Executive's geographic areas of responsibility for the Company at any point during the 6 months prior to the Separation Date; (ii) the area within 100 miles from Executive's primary office location(s) for the Company at any point during the 6 months prior to the Separation Date; and (iii) the continental United States. As a senior executive with the Company, Executive agrees that Executive's duties and responsibilities for the Company extend to the entire area of the Company's operations and that the Company does business throughout the United States.

12. Non-Interference Agreement. (a) During the Restricted Period, Executive shall not: (i) solicit, encourage, or cause any Restricted Client (as defined below) not to do business with or

to reduce any part of its business with the Company; (ii) market, sell or provide to any Restricted Client any services or products that are competitive with or a substitute for the Company's services or products; (iii) solicit, encourage, or cause any supplier of capital, goods or services to the Company not to do business with or to reduce any part of its business with the Company; (iv) make any disparaging comments about the Company or its business, services, officers, managers, directors or employees, whether in writing, verbally, or on any online forum; (v) assist or encourage anyone else to engage in any of the conduct prohibited by this Section; or (vi) allow any of Executive's family members or any entity controlled by Executive to engage in any of the conduct prohibited by this Section.

(a) "Restricted Client" means: (i) any Company customer or client with whom Executive had business contact or communications at any time during the 12 months prior to the Separation Date; (ii) any Company customer or client for whom Executive supervised or assisted with the Company's dealings at any time during the 12 months prior to the Separation Date; (iii) any Company customer or client about whom Executive received Confidential Information at any time during the 12 months prior to the Separation Date; and (iv) any prospective Company customer or client with whom Executive had business contact or communications at any time during the 6 months prior to the Separation Date. As a senior executive with the Company, Executive agrees that Executive will receive confidential and trade secret information from the Company that would allow Executive to unfairly compete for business from any Company client such that the restrictions in this Section are necessary and reasonable.

13. Non-Raiding. During the Restricted Period, Executive shall not, directly or indirectly: (a) hire or engage or attempt to hire or engage for employment or as an independent contractor any Restricted Employee; or (b) solicit or encourage any Restricted Employee to leave the Company. "Restricted Employee" means: (i) each Company employee; and (ii) any person who was employed by the Company at any time during the then previous 12 months.

14. Reasonableness. Executive has carefully read and considered the provisions of this Agreement and, having done so, agrees that the restrictions set forth herein are fair, reasonable, and necessary to protect the Company's legitimate business interests, its goodwill with its clients, suppliers and employees, and its confidential and trade secret information. In addition, Executive acknowledges and agrees that the foregoing restrictions do not unreasonably restrict Executive with respect to earning a living should Executive's employment with the Company end. As such, Executive agrees not to contest the general validity or enforceability of this Agreement in any forum. The post-Term covenants in this Agreement shall survive the last day of the Term and shall be in addition to any restrictions imposed upon Executive by statute, at common law, or other written agreements. Executive agrees that the Company may share the terms of this Agreement with any business with which Executive becomes associated while any of the post-Term restrictions in this Agreement remain in effect.

15. Remedies. Executive acknowledges and agrees that Executive's breach of this Agreement would result in irreparable damage and continuing injury to the Company. Therefore,

in the event of any breach or threatened breach of this Agreement, the Company shall be entitled to an injunction enjoining Executive from committing any violation or threatened violation of this Agreement, without limiting the Company's other remedies. The Company shall not be required to post a bond to obtain such an injunction. If the Company is successful in any litigation to enforce this Agreement, then Executive agrees that the Company shall be entitled to the reasonable attorneys' fees it incurred in connection with such enforcement. In addition, if Executive breaches this Agreement, then (a) Executive will stop earning severance pay under this Agreement and such payments will stop; and (b) Employee agrees to repay any severance pay already paid under this Agreement beyond \$2,000. Any such forfeiture and/or repayment of Severance Pay shall in no way impair Employee's obligations to comply with this Agreement, the effectiveness of the Release, or the Company's right to injunctive relief and damages for the breach.

16. Certain Affiliates. The "Company" as used in Section 11 (Non-Compete), Section 12 (Non-Interference) and Section 13 (Non-Raiding) shall mean: (a) the Company as defined above and (b) any Company affiliate with or for whom Executive performed services or had responsibilities any time during the last 12 months of the Term. The "Company" as used in Section 10 (Confidential Information, Return of Property, Developments) shall mean the Company and its affiliates.

17. Notices. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, or delivered by private courier, as follows: if to the Company — JELD-WEN Holding, Inc., 440 S. Church Street, Suite 400, Charlotte, NC 28202 (or such other address indicated from time to time as the worldwide corporate headquarters of JELD-WEN Holding, Inc. on its website or in its annual proxy statement) Attention: General Counsel; and if to Executive to the address of Executive as it appears in the records of the Company. Notice may also be given at such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

18. Miscellaneous. This Agreement shall also be subject to the following miscellaneous provisions:

(a) The Company represents and warrants to Executive that it has the authorization, power and right to deliver, execute and fully perform its obligations under this Agreement in accordance with its terms.

(b) This Agreement contains a complete statement of all the agreements between the parties with respect to Executive's employment by the Company, supersedes all prior and existing negotiations and agreements between them concerning the subject matter thereof and can only be changed or modified pursuant to a written instrument duly executed by each of the parties hereto and stating an intention to change or modify this Agreement. For the avoidance of doubt, the payments due under this Agreement upon termination apply in lieu of, and not in addition to, any severance policy or practice of the Company. No waiver by either party of any breach by the other

party of any condition or provision contained in this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by Executive or an authorized officer of the Company, as the case may be.

(c) The provisions of this Agreement are severable and in the event that a court of competent jurisdiction determines that any provision of this Agreement is in violation of any law or public policy, in whole or in part, only the portions of this Agreement that violate such law or public policy shall be stricken. All portions of this Agreement that do not violate any statute or public policy shall not be affected thereby and shall continue in full force and effect. Moreover, if any of the provisions contained in this Agreement are determined by a court of competent jurisdiction to be excessively broad as to duration, activity, geographic application or subject, it shall be construed, by limiting or reducing it to the extent legally permitted, so as to be enforceable to the extent compatible with then applicable law.

(d) This Agreement shall be governed by and construed in accordance with North Carolina law, without regard to the choice of law principles of any jurisdiction. Each party further agrees that any litigation under this Agreement shall occur exclusively in a state or federal court in Mecklenburg County, North Carolina and in no other venue. As such, each party irrevocably consents to the jurisdiction of and venue in the courts in Mecklenburg County, North Carolina for all disputes with respect to this Agreement. Executive agrees to service of process in any such dispute via FedEx to Executive's home address, without limiting other service methods allowed by applicable law. The parties agree that the terms in this Section are material to this Agreement, and that they will not challenge the enforceability of this Section in any forum.

(e) All compensation payable hereunder shall be subject to such withholding taxes as may be required by law.

(f) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. The Company further agrees that, in the event of a sale of assets or liquidation as described in the preceding sentence, it shall take commercially reasonable action in order to cause such assignee or transferee to expressly assume the liabilities, obligations and duties of the Company hereunder. Except as expressly provided herein, Executive may not sell, transfer, assign, or pledge any of Executive's rights or obligations pursuant to this Agreement.

(g) The rights of Executive hereunder shall be in addition to any rights Executive may otherwise have under any Company sponsored stock incentive plans or any grants or award

agreements issued thereunder. The provisions of this Agreement shall not in any way abrogate Executive's rights under such stock incentive plans and underlying grants or award agreements.

(h) The respective rights and obligations of the parties hereunder shall survive any termination of Executive's employment to the extent necessary to the intended preservation of such rights and obligations.

(i) The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

(j) Each of the parties agrees to execute, acknowledge, deliver and perform, and cause to be executed, acknowledged, delivered and performed, at any time and from time to time, as the case may be, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary to carry out the provisions or intent of this Agreement.

(k) This Agreement may be executed in two or more counterparts each of which shall be legally binding and enforceable.

(l) Without limiting any rights which the Company otherwise has or obligations to which Executive is otherwise subject pursuant to any compensation clawback policy adopted by the Company from time to time, Executive hereby acknowledges and agrees that, notwithstanding any provision of this Agreement to the contrary, Executive will be subject to any legally mandatory policy relating to the recovery of compensation, to the extent that the Company is required to adopt and/or implement such policy pursuant to applicable law, whether pursuant to the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or otherwise.

19. Section 409A. (1) Each payment under this Agreement is intended to be a separate payment which is compliant with or excepted from Section 409A, including, but not limited to, by compliance with the short-term deferral exception as specified in Treasury Regulation § 1.409A-1(b)(4) and the involuntary separation pay exception within the meaning of Treasury Regulation § 1.409A-1(b)(9)(iii), and the provisions of this Agreement will be administered, interpreted and construed accordingly (or disregarded to the extent such provision cannot be so administered, interpreted or construed).

(a) In the event that Executive is a "specified employee" (within the meaning of Section 409A and with such classification to be determined in accordance with the methodology established by the Company), amounts and benefits payable or to be provided under this Agreement that are deferred compensation (within the meaning of Section 409A) that would otherwise be paid or provided on account of Executive's "separation from service" (as defined in Section 409A) during the six-month period immediately following such separation from service (the "Delayed Severance") shall instead be paid, with interest (other than in respect of any payments for the vesting of Stock Awards) accrued at a per annum rate equal to the prime rate for large banks, as published in the Wall Street Journal on Executive's separation from service for the period beginning on (but

excluding) the date such payment would have been made but for Section 409A of the Code through (and including) the date of payment, on the earlier of (i) Executive’s death or (ii) the first business day after the date that is six months following such separation from service; provided, however, in the event of a CIC Qualifying Termination, the Delayed Severance shall, on or as soon as practicable following Executive’s separation from service, be contributed into a rabbi trust established by the Company or the successor thereto.

(b) All reimbursements or provisions of in-kind benefits pursuant to this Agreement shall be made in accordance with Treasury Regulation § 1.409A-3(i)(1)(iv) such that the reimbursement or provision will be deemed payable at a specified time or on a fixed schedule relative to a permissible payment event. Specifically, (i) the amount reimbursed or in-kind benefits provided under this Agreement during Executive’s taxable year may not affect the amounts reimbursed or provided in any other taxable year (except that total reimbursements may be limited by a lifetime maximum under a group health plan), (ii) the reimbursement of an eligible expense shall be made on or before the last day of Executive’s taxable year following the taxable year in which the expense was incurred, (iii) in the event that the provision of in-kind benefits requires the Company to impute income to Executive, the Company shall timely impute such income to Executive under applicable tax rules for the appropriate taxable year, and (iv) the right to reimbursements or provisions of in-kind benefits is not subject to liquidation or exchange for other benefit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ____ day of August, 2017.

EXECUTIVE

JELD-WEN HOLDING, INC.

Name:
Title:

Mark A Beck:
President and Chief Executive Officer:

ANNEX A

RELEASE OF CLAIMS

Executive hereby irrevocably, fully and finally releases JELD-WEN Holding, Inc., a Delaware corporation (the “Company”), its parent, subsidiaries, affiliates, directors, officers, agents and employees (“Releasees”) from all causes of action, claims, suits, demands or other obligations or liabilities, whether known or unknown, suspected or unsuspected, that Executive ever had or now has as of the time that Executive signs this release which relate to Executive’s hiring, Executive’s employment with the Company, the termination of Executive’s employment with the Company and claims asserted in shareholder derivative actions or shareholder class actions against the Company and its officers and Board, to the extent those derivative or class actions relate to the period during which Executive was employed by the Company. The claims released include, but are not limited to, any claims arising from or related to Executive’s employment with the Company, such as claims arising under (as amended) Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1974, the Americans with Disabilities Act, the Equal Pay Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Labor Code, the Employee Retirement Income and Security Act of 1974 (“ERISA”) (except for any vested right Executive has to benefits under an ERISA plan), the state and federal Worker Adjustment and Retraining Notification Act, and the California Business and Professions Code; any other local, state, federal, or foreign law governing employment; and the common law of contract and tort. In no event, however, shall any claims, causes of action, suits, demands or other obligations or liabilities be released pursuant to the foregoing if and to the extent they relate to:

- (i) claims for workers’ compensation benefits under any of the Company’s workers’ compensation insurance policies or funds;
- (ii) claims related to Executive’s COBRA rights;
- (iii) claims for indemnification from the Company to which Executive is or may become entitled, including but not limited to claims submitted to an insurance company providing the Company with directors and officers liability insurance; and
- (iv) any claims for benefits under any employee benefit plans of the Company that become due or owing at any time following Executive’s termination of employment, including, but not limited to, any ERISA plans, deferred compensation plans or equity plans.

Executive represents and warrants that Executive has not filed any claim, charge or complaint against any of the Releasees.

Executive intends that this release of claims cover all claims, whether or not known to Executive. Executive further recognizes the risk that, subsequent to the execution of this release,

Executive may incur loss, damage or injury which Executive attributes to the claims encompassed by this release. Executive expressly assumes this risk by signing this release and voluntarily and specifically waives any rights conferred by California Civil Code section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in Executive's or her favor which if known by him or her must have materially affected his or her settlement with the debtor.

Executive also hereby waives any rights under the laws of the Commonwealth of Virginia, the State of New York, or any other jurisdiction which Executive may otherwise possess that are comparable to those set forth under California Civil Code section 1542.

Executive represents and warrants that there has been no assignment or other transfer of any interest in any claim by Executive that is covered by this release.

Executive acknowledges that Executive has been given at least 21 days in which to review and consider this release, although Executive is free to execute this release at any time within that 21-day period. Executive acknowledges that Executive has been advised to consult with an attorney about this release. Executive also acknowledges Executive's understanding that if Executive signs this release, Executive will have an additional 7 days from the date that Executive signs this release to revoke that acceptance, which Executive may effect by means of a written notice sent to the General Counsel of the Company at the Company's corporate headquarters. If this 7-day period expires without a timely revocation, Executive acknowledges and agrees that this release will become final and effective on the eighth day following the date of Executive's signature, which eighth day will be the effective date of this release.

Executive acknowledges and agrees that Executive's execution of this release is supported by independent and adequate consideration in the form of payments and/or benefits from the Company to which Executive would not have become entitled if Executive had not signed this release.

IN WITNESS WHEREOF, Executive has duly executed this release as of the day and year set forth below.

EXECUTIVE

Name: _____
Title: _____
Date: _____

ANNEX B

FORM INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

Annex B-1

**SCHEDULE OF MATERIAL DIFFERENCE
TO FORM OF EMPLOYMENT AGREEMENT FOR EXECUTIVE OFFICERS**

Executive	Mark A. Beck	L. Brooks Mallard	Laura W. Doerre
Executive's Title Sections 1(b) and 5(d)(3)(i)	President and Chief Executive Officer	Executive Vice President and Chief Financial Officer	Executive Vice President, General Counsel and Chief Compliance Officer
Executive's Base Salary Section 2(a)	\$875,000	\$505,000	\$500,000
Executive's MIP Target / Maximum Section 2(b)	125% and 250%	75% and 150%	75% and 150%
Vacation and PTO Section 4(b)	Seven (7)	Five (5)	Five (5)

	Other Differences in Mark A. Beck's Employment Agreement from the Form Agreement
Revised last sentence of Section 1(b) to refer to Board and addition of sentence to that section	During the Term of Employment, Executive shall report solely and directly to the Board. While he remains an employee of the Company, Executive shall be nominated for re-election to the Board at the conclusion of each term of his service as a director. Executive shall resign from the Board, and from the board of directors or similar governing body of any affiliate of the Company, upon termination of employment.
Addition of Section 4(d)	Executive and his immediate family members will be entitled to use of the Company's aircraft for personal use (including use by the Executive's son even if not accompanied by the Executive), with the value of such aircraft usage not to exceed \$150,000 per annum.
Section 5(d)(3)(i)(B) – reporting to Board rather than to CEO	or a change in the reporting structure so that Executive reports to someone other than the Board or is subject to the direct or indirect authority or control of a person or entity other than the Board;

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into on the 7 day of August 2017 (the “Effective Date”), by and between JELD-WEN Holding, Inc., a Delaware corporation (the “Company”) and John A. Dinger (the “Executive”).

1. Term of Employment; Duties. (1) As used herein, the phrase “Term of Employment” shall mean the period commencing on the Effective Date and ending on the date of termination of Executive’s employment in accordance with any one of Sections 5(a) through 5(e) below.

(a) The Company hereby agrees to employ Executive as its Executive Vice President and President, North America for the Term of Employment, and Executive agrees to serve in these capacities with the duties and responsibilities customary to such positions in a company of the size and nature of the Company, protecting, encouraging and promoting the interests of the Company, and performing such other duties consistent with the offices held by Executive as may be reasonably assigned to him from time to time by the Chief Executive Officer (“CEO”) or Board of Directors of the Company (the “Board”). During the Term of Employment, Executive shall report solely and directly to the CEO.

(b) Executive shall devote all of Executive’s business time and attention to Executive’s duties on the Company’s behalf except for sick leave, vacations and approved leaves of absence; provided, however, that nothing shall preclude Executive from (i) managing Executive’s personal investments and affairs and (ii) participating as a member of the board of directors or similar governing body of no more than one (1) for-profit company which is not a direct competitor of the Company and approved by the Board in writing prior to Executive commencing service therewith and such not-for-profit companies or institutions as do not interfere with the performance of Executive’s duties; provided that in each case, Executive shall not engage in activities inconsistent with the Company’s ethics codes and other conflicts of interest policies in effect from time to time or which materially interfere with or adversely affect the performance of Executive’s duties under this Agreement.

2. Compensation. (1) Base Salary. The Company agrees to pay to Executive as a salary during the Term of Employment the sum of \$410,000 per year, payable in accordance with the normal payroll practices of the Company in the United States as in effect from time to time. The Board shall review, and may adjust in its sole discretion, such base salary no less often than annually. Executive’s annual base salary rate, as in effect from time to time, is hereinafter referred to as the “Base Salary.”

(a) Annual Bonuses. During the Term of Employment, Executive shall participate in the Company’s annual Management Incentive Plan or any successor plan (the “MIP”), on terms and conditions that are appropriate to Executive’s positions and responsibilities at the Company and are no less favorable than those applying to other senior executive officers of the Company. Executive’s target annual bonus under the MIP in respect of each Fiscal Year shall be 60% of Base Salary and Executive’s maximum annual bonus shall be 120% of Base Salary. The Board shall review, and may adjust in its sole discretion, such bonus targets each year when it sets target bonuses for the MIP. Any annual bonus paid to Executive shall be in addition to the Base Salary and to any and all other benefits to which Executive is entitled as provided in this Agreement. Except as in accordance with any deferral election made by Executive pursuant to any deferred compensation plan maintained by the Company, payment of annual bonuses shall be made at the same time that other senior executive officers of the Company receive their annual bonuses.

(b) Long-Term Incentive Programs. Executive shall participate in the Company’s 2017 Omnibus Equity Plan or any successor plan and other long-term incentive compensation plans generally available to other senior executive officers of the Company from time to time on terms and conditions that are appropriate to Executive’s positions and responsibilities at the Company and are no less favorable than those generally applicable to such other senior executive officers.

3. Employee Benefit Programs. During the Term of Employment, Executive shall be entitled to participate in all employee retirement, savings and welfare benefit plans and programs made available to the Company’s executive officers, as such plans may be in effect from time to time and on terms and conditions that are no less favorable than those generally applicable to other senior executive officers to the extent not duplicative of benefits provided by this Agreement.

4. Perquisites, Vacations, Reimbursement of Expenses and Relocations. During the Term of Employment:

(a) The Company shall furnish Executive with, and Executive shall be allowed full use of, office facilities, secretarial and clerical assistance and other Company property and services commensurate with Executive’s position and of at least comparable quality, nature and extent to those made available to other senior executive officers of the Company from time to time;

(b) Executive shall be allowed a minimum of five (5) weeks annual vacation and leaves of absence (“PTO”) with pay on a basis no less favorable than that applicable to other senior executive officers of the Company. PTO shall not be accrued, and any unused PTO shall be forfeited;

(c) The Company shall reimburse Executive for reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder, such reimbursements to be effected in accordance with normal Company reimbursement procedures in effect from time to time; and

5. Termination of Employment.

(a) Termination Due to Death. In the event that Executive's employment is terminated due to Executive's death, the Company's payment obligations under this Agreement shall terminate, except that Executive's estate or Executive's beneficiaries, as the case may be, shall be entitled to the following:

(1) (i) the Base Salary through the date of termination, (ii) any earned but unpaid portion of Executive's annual bonus provided for in Section 2(b) for the Fiscal Year preceding the year of termination, (iii) reimbursement for any unreimbursed business expenses properly incurred by Executive pursuant to this Agreement or in accordance with Company policy prior to the date of Executive's termination, and (iv) such employee benefits, if any, to which Executive may be entitled under the employee benefit plans of the Company according to their terms (the amounts described in clauses (i) through (iv) of this Section 5(a)(1), reduced (but not below zero) by any amounts owed by Executive to the Company, being referred to as the "Accrued Rights");

(2) a pro-rata annual bonus provided for in Section 2(b) for the Fiscal Year in which Executive's death occurs, based on the Company's actual performance for the entire Fiscal Year, pro-rated for the number of calendar months during the Fiscal Year that Executive was employed prior to such termination (rounded up to the next whole month), payable at the time annual bonuses are paid for such Fiscal Year to executives of the Company generally (a "Pro-Rata Bonus"); and

(3) except as otherwise provided in Section 2, Executive's outstanding stock options, restricted stock, performance share units, and restricted stock units ("Stock Awards") shall be administered in accordance with the terms of the written agreements setting forth the terms of each such Stock Award.

A reduction to any amounts required to be provided or paid pursuant to Section 5(a)(1) that are subject to Section 409A shall not be effective until the amounts payable or provided to Executive under this Agreement sought to be reduced would otherwise have been paid to Executive pursuant to the terms of this Agreement.

(b) Termination due to Disability.

(1) If, as a result of Executive's incapacity due to physical or mental illness, accident or other incapacity (as determined by the Board in good faith, after consideration of such medical opinion and advice as may be available to the Board from medical doctors selected by Executive or by the Board or both separately or jointly), Executive shall have been absent from Executive's duties with the Company on a full-time basis for six consecutive months and, within 30 days after written notice of termination thereafter given by the Company, Executive shall not have returned to the full-time performance of Executive's duties, the Company or Executive may terminate Executive's employment for "Disability".

(2) In the event that Executive's employment is terminated due to Disability, Executive shall be entitled to the following benefits:

(i) the Accrued Rights;

(ii) a Pro-Rata Bonus for the Fiscal Year in which Executive's termination occurs; and

(iii) except as otherwise provided in Section 2, Executive's outstanding Stock Awards shall be administered in accordance with the terms of the written agreements setting forth the terms of each such Stock Award.

(c) Termination by the Company for Cause.

(1) The Company shall have the right to terminate Executive's employment at any time for Cause in accordance with this Section 5(c).

(2) For purposes of this Agreement, "Cause" shall mean: (i) the conviction or entry of a plea of guilty or nolo contendere to (A) any felony or (B) any crime (whether or not a felony) involving moral turpitude, fraud, theft, breach of trust or other similar acts, whether under the laws of the United States or any state thereof or any similar foreign law to which the person may be subject; (ii) being engaged or having engaged in conduct constituting breach of fiduciary duty, dishonesty, willful misconduct or material neglect relating to the Company or any of its subsidiaries or the performance of a person's duties; (iii) appropriation (or an overt act attempting appropriation) of a material business opportunity of the Company or any of its subsidiaries; (iv) misappropriation (or an overt act attempting misappropriation) of any funds of the Company or any of its subsidiaries; (v) the

willful failure to (A) follow a reasonable and lawful directive of the Company or any of its subsidiaries at which a person is employed or provides services, or the Board of Directors or (B) comply with any written rules, regulations, policies or procedures of the Company or a subsidiary at which a person is employed or to which he or she provides services which, if not complied with, would reasonably be expected to have more than a *de minimis* adverse effect on the business or financial condition of the Company; (vi) willful and knowing material violation of any (I) material rules or regulations of any governmental or regulatory body that are material to the business of the Company or (II) U.S. securities laws; provided that for the avoidance of doubt, a violation shall not be considered as willful or knowing where Executive has acted in a manner consistent with specific advice of outside counsel to the Company; (vii) failure to cooperate, if requested by the Board, with any investigation or inquiry by the Company, the Securities Exchange Commission or another governmental body into Executive's or the Company's business practices, whether internal or external, including, but not limited to, Executive's refusal to be deposed or to provide testimony at any trial or inquiry; (viii) violation of a person's employment, consulting, separation or similar agreement with the Company or any non-disclosure, non-solicitation or non-competition covenant in any other agreement to which the person is subject; (ix) deliberate and continued failure to perform material duties to the Company or any of its subsidiaries; or (x) violation of the Company's Code of Business Conduct and Ethics, as it may be amended from time to time.

(3) No termination of Executive's employment by the Company for Cause pursuant to this Section 5(c) shall be effective unless the provisions of this Section 5(c)(3) shall have been complied with and unless a majority of the members of the Board have duly voted to approve such termination. Executive shall be given written notice by the Board of its intention to terminate him for Cause, which notice (A) shall state in detail the particular circumstances that constitute the grounds on which the proposed termination for Cause is based and (B) shall be given no later than ninety (90) days (or sixty (60) days on or after a Change in Control) after the first meeting of the Board at which the Board became aware of the occurrence of the event giving rise to such grounds. For purposes of this agreement, "Change in Control" shall have the meaning ascribed to it in the 2017 Omnibus Equity Plan. Executive shall have 30 days after receiving such notice in which to cure such grounds, to the extent curable, as determined by the Board in good faith. If Executive fails to cure such grounds within such 30-day period, Executive's employment with the Company shall thereupon be terminated for Cause. If the Board determines in good faith that the grounds are not curable, Executive's employment with the Company shall be terminated for Cause upon Executive's receipt of written notice from the Board.

(4) In the event the Company terminates Executive's employment for Cause pursuant to this Section 5(c), Executive shall be entitled to the Accrued Rights. Executive's outstanding Stock Awards shall be administered in accordance with the terms of the written agreements setting forth the terms of each such Stock Award.

(d) Termination Without Cause or for Good Reason.

(1) In the event of a Termination without Cause or Resignation for Good Reason (a "Qualifying Termination"), Executive shall be entitled to 30 days' notice, following which Executive shall receive the Accrued Rights and, subject to (X) Executive's continued compliance with the provisions of Sections 10, 11, 12 and 13 hereof, and (Y) in the case of a Qualifying Termination which occurs prior to a Change in Control (a "Non-CIC Qualifying Termination"), Executive's execution and non-revocation of a release of claims substantially in the form attached hereto as Annex A, with such changes as may be required by changes in applicable law (a "Release") pursuant to Section 5(d)(4), the following:

(i) a Pro-Rata Bonus for the Fiscal Year in which such termination occurs, at the time annual bonuses are paid for such Fiscal Year to executives of the Company generally;

(ii) a severance payment in an amount equal to the sum of (A) and (B), where (A) is the Base Salary, as in effect immediately prior to the delivery of notice of termination or, for a termination for Good Reason, as in effect immediately prior to the event giving rise to Good Reason, and (B) is Executive's target annual bonus provided for in Section 2(b) of this Agreement for the Fiscal Year in which such termination occurs or, for a termination for Good Reason, Executive's target annual bonus as in effect immediately prior to the event giving rise to Good Reason;

(iii) in the event of a Qualifying Termination which occurs on or after a Change in Control (a "CIC Qualifying Termination"), all Stock Options, RSUs or similar equity incentives shall fully and immediately vest upon termination and all PSUs or similar equity incentives shall vest at prorated target levels upon termination. In the event of a Non-CIC Qualifying Termination, all equity awards shall be treated in accordance with the applicable agreements;

(iv) an additional amount equal to the aggregate value of Executive's COBRA premiums for a period of twelve (12) months following termination, payable in twelve (12) equal monthly installments beginning the month following Executive's termination; and

(v) Company will provide Executive with outplacement services not to exceed \$10,000 in total value.

(2) For purposes of this Agreement, “ Change in Control ” shall mean the occurrence of any of the following:

(i) An acquisition (other than directly from the Company) of any voting securities of the Company (the “Voting Securities”) by any Person, immediately after which such Person first acquires “Beneficial Ownership” (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the Company’s then-outstanding Voting Securities; provided, however, that in determining whether a Change in Control has occurred pursuant to this section, the acquisition of Voting Securities in a Non-Control Acquisition (as hereinafter defined) shall not constitute a Change in Control. A “Non-Control Acquisition” shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by (A) the Company or (B) any corporation or other Person the majority of the voting power, voting equity securities or equity interest of which is owned, directly or indirectly, by the Company (for purposes of this definition, a “Related Entity”), (ii) the Company or any Related Entity or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(ii) The individuals who, as of the Effective Date of this Plan, are members of the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the election, or nomination for election by the Company’s common stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of this Plan, be considered as a member of the Incumbent Board; provided further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a “Proxy Contest”) including by reason of any agreement intended to avoid or settle any Proxy Contest;

(iii) The consummation of:

(a) A merger, consolidation or reorganization (x) with or into the Company or (y) in which securities of the Company are issued (a “Merger”), unless such Merger is a Non-Control Transaction. A “Non-Control Transaction” shall mean a Merger in which:

(i) the stockholders of the Company immediately before such Merger own directly or indirectly immediately following such Merger at least a majority of the combined voting power of the outstanding voting securities of (1) the corporation resulting from such Merger (the “Surviving Corporation”), if fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly or indirectly, by another Person (a “Parent Corporation”), or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(ii) the individuals who were members of the Board immediately prior to the execution of the agreement providing for such Merger constitute at least a majority of the members of the board of directors of (1) the Surviving Corporation, if there is no Parent Corporation, or (2) if there is one or more than one Parent Corporation, the ultimate Parent Corporation; and

(iii) no Person other than (1) the Company or another corporation that is a party to the agreement of Merger, (2) any Related Entity, (3) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to the Merger, was maintained by the Company or any Related Entity or (4) any Person who, immediately prior to the Merger, had Beneficial Ownership of Voting Securities representing more than fifty percent (50%) of the combined voting power of the Company’s then-outstanding Voting Securities, has Beneficial Ownership, directly or indirectly, of fifty percent (50%) or more of the combined voting power of the outstanding voting securities of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there is one or more than one Parent Corporation, the ultimate Parent Corporation;

(iv) The sale or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to any Person (other than (x) a transfer to a Related Entity or (y) the distribution to the Company’s stockholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the “ Subject Person ”) acquired Beneficial Ownership of more than the permitted amount of the then outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities then outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person; provided that if a Change in Control would occur (but for

the operation of this sentence) as a result of the acquisition of Voting Securities by the Company and, after such acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities and such Beneficial Ownership increases the percentage of the then outstanding Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

(3) For purpose of this Agreement, “ Good Reason ” shall mean the occurrence of any of the following subsequent to the Effective Date of this Agreement without Executive’s consent:

(i) Prior to a Change in Control, (A) the removal of Executive from the position of Executive Vice President and President, North America; (B) the assignment to Executive of duties that are materially inconsistent with, or that materially impair Executive’s ability to perform, the duties customarily assigned to an Executive Vice President and President, North America of a corporation of the size and nature of the Company; (C) a change in the reporting structure so that Executive reports to someone other than the CEO or is subject to the direct or indirect authority or control of a person or entity other than the CEO or the Board; (D) any material breach by the Company of this Agreement; (E) conduct by the Company that would cause Executive to commit fraudulent acts or would expose Executive to criminal liability; (F) the Company failing to obtain the assumption in writing of its obligation to perform this Agreement by any successor to all or substantially all of the Company’s business or assets; (G) a relocation of Executive’s principal place of employment to any place which is more than 50 miles from the Company’s corporate headquarters as of the Effective Date; (H) a decrease in Executive’s Base Salary below the Base Salary in effect on the Effective Date, other than an across the board reduction in base salary applicable in like proportions to all senior executive officers; or (I) a decrease in Executive’s target annual bonus percentage or maximum annual bonus percentage under the MIP below those in effect on the Effective Date, other than an across the board reduction of percentages or elimination of the MIP in like proportions to all senior executive officers.

(ii) On or after a Change in Control, in addition to anything described in Section 5(d)(3)(i) (excluding Section 5(d)(3)(i)(C), which subsection shall not be Good Reason on or after a Change in Control), (A) a substantial change in the nature, or diminution in the status of Executive’s duties or position from those in effect immediately prior to the Change in Control; (B) a material reduction by the Company of Executive’s Base Salary as in effect on the date of a Change in Control or as in effect thereafter if such Base Salary has been increased and such increase was approved prior to the Change in Control; (C) a reduction by the Company in the overall value of benefits provided to Executive (including profit sharing, retirement, health, medical, dental, disability, insurance, and similar benefits, to the extent provided by the Company prior to any such reduction), as in effect on the date of Change in Control or as in effect thereafter if such benefits have been increased and such increase was approved prior to the Change in Control; (D) a failure to continue in effect any MIP, stock option or other equity-based or non-equity based incentive compensation plan in effect immediately prior to the Change in Control, or a reduction in Executive’s participation in any such plan, unless Executive is afforded the opportunity to participate in an alternative incentive compensation plan of reasonably equivalent value; (E) a failure to provide Executive the same number of paid vacation days per year available to him prior to the Change in Control; (F) relocation of Executive’s principal place of employment to any place more than fifty (50) miles from Executive’s previous principal place of employment; (G) any material breach by the Company of any provision of this Agreement or any equity award agreement; (H) conduct by the Company, against Executive’s volition, that would cause Executive to commit fraudulent acts or would expose Executive to criminal liability or (I) any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company; provided, that for purposes of clauses (B) through (E) above, “ Good Reason ” shall not exist (1) if the aggregate value of all salary, benefits, incentive compensation arrangements, perquisites and other compensation is reasonably equivalent to the aggregate value of salary, benefits, incentive compensation arrangements, perquisites and other compensation as in effect immediately prior to the Change in Control, or as in effect thereafter if the aggregate value of such items has been increased and such increase was approved prior to the Change in Control, or (2) if the reduction in aggregate value is due to the application of Company or Executive performance against the applicable performance targets, in each case applying standards reasonably equivalent to those utilized by the Company prior to the Change in Control.

(4) No termination of Executive’s employment by Executive for Good Reason pursuant to Section (5)(d)(3)(i) shall be effective unless the provisions of this Section 5(d)(4) shall have been complied with. Executive shall give written notice to the Company of Executive’s intention to terminate Executive’s employment for Good Reason, which notice shall (i) state in detail the particular circumstances that constitute the grounds on which the proposed termination for Good Reason is based and (ii) be given no later than ninety (90) days after the first occurrence of such circumstances. The Company shall have thirty (30) days after receiving such notice in which to cure such grounds. If the Company fails to cure such grounds within such thirty (30)-day period, Executive’s employment with the Company shall thereupon terminate for Good Reason.

(5) This Section 5(d)(5) shall apply only in the event of a Non-CIC Qualifying Termination. The Company shall furnish to Executive within five (5) business days following such termination a Release and Executive must return the Release and it must have become irrevocable before the sixtieth (60th) day after Executive’s termination before any payments or benefits

may be provided. If the Release is timely provided and is irrevocable on or before the sixtieth (60th) day following Executive's termination of employment, the benefits and amounts described in Section 5(d)(1) shall commence to be provided (and provided retroactively to the extent that the payment or benefit would otherwise have been provided but for the requirement of the Release) two (2) business days after the Release is irrevocable but in any event not later than the sixtieth (60th) day after termination of Executive's employment; provided that if the sixty (60) day period following the termination of Executive's employment expires in the calendar year following the calendar year of Executive's termination of employment, payments and benefits shall not commence earlier than the calendar year following termination of Executive's employment. If the Company fails to furnish the form of Release timely to Executive, no Release shall be required and Executive shall be treated as if Executive had timely executed and submitted the Release and such Release had become irrevocable on the tenth (10th) day after termination of Executive's employment. If Executive fails to submit the Release timely enough so that it is irrevocable on or before the sixtieth (60th) day following termination of employment and the Company has complied with its obligation to furnish the form of Release to Executive within five (5) business days following Executive's termination of employment, then Executive shall not be entitled to receive any benefits under Section 5(d)(1) other than the Accrued Rights.

(e) Voluntary Termination. Executive shall have the right to terminate Executive's employment with the Company in a voluntary termination at any time upon thirty days' notice. A voluntary termination shall mean a termination of employment by Executive on Executive's own initiative, other than a termination due to Disability or for Good Reason. Executive's voluntary termination shall have the same consequences as provided in Section 5(c) for a termination for Cause.

(f) Reduction of Certain Payments.

(1) Anything in this Agreement to the contrary notwithstanding, in the event that the receipt of all payments or distributions by the Company in the nature of compensation to or for Executive's benefit, whether paid or payable pursuant to this Agreement or otherwise (a "Payment"), would subject Executive to the excise tax under Section 4999 of the Code, the accounting firm which audited the Company prior to the corporate transaction which results in the application of such excise tax (the "Accounting Firm") shall determine whether to reduce any of the Payments paid or payable pursuant to this Agreement (the "Agreement Payments") to the Reduced Amount (as defined below). The Agreement Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if Executive's Agreement Payments were reduced to the Reduced Amount. If such a determination is not made by the Accounting Firm, Executive shall receive all Agreement Payments to which Executive is entitled under this Agreement.

(2) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 5(f) shall be made as soon as reasonably practicable and in no event later than sixty (60) days following the date of termination or such earlier date as requested by the Company and Executive. For purposes of reducing the Agreement Payments to the Reduced Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(3) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement which should not have been so paid or distributed (the "Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement could have been so paid or distributed (the "Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or Executive which the Accounting Firm believes has a high probability of success, determines that an Overpayment has been made, Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no amount shall be payable by Executive to the Company if and to the extent such payment would not either reduce the amount on which Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be paid promptly (and in no event later than sixty (60) days following the date on which the Underpayment is determined) by the Company to or for the benefit of Executive together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

(4) For purposes hereof, the following terms have the meanings set forth below: (i) "Reduced Amount" shall mean the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code if the Accounting Firm determines to reduce Payments pursuant to this Section 5(g) and (ii) "Net After-Tax Receipt" shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable

state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as Executive certifies, in Executive's sole discretion, as likely to apply to him in the relevant tax year(s).

6. Indemnification and Insurance. (1) The Company and Executive acknowledge that they shall, as soon as reasonably practicable after the Effective Date, enter into an Indemnification Agreement, substantially in the form attached hereto as Annex B, which agreement shall not be affected by this Agreement.

(a) The Company agrees that Executive shall be covered as a named insured under the Company's Directors' and Officers' liability insurance as applicable from time to time to the Company's senior executive officers on terms and conditions that are no less favorable than those applying to such other senior executive officers.

7. No Mitigation; No Offset. In the event of a termination of Executive's employment for any reason, Executive shall not be required to seek other employment or to mitigate any of the Company's obligations under this Agreement, and except as otherwise provided in this Agreement, no amount payable under Section 5 shall be reduced by (a) any claim the Company may assert against Executive or (b) any compensation or benefits earned by Executive as a result of employment by another employer, self-employment or from any other source after such termination of employment with the Company.

8. Designated Beneficiary. In the event of the death of Executive while in the employ of the Company, or at any time thereafter during which amounts remain payable to Executive under Section 5 above, such payments shall thereafter be made to such person or persons as Executive may specifically designate (successively or contingently) to receive payments under this Agreement following Executive's death by filing a written beneficiary designation with the Company during Executive's lifetime. Any change in the beneficiary designation shall be in such form as may be reasonably prescribed by the Company and may be amended from time to time or may be revoked by Executive pursuant to written instruments filed with the Company during Executive's lifetime. Beneficiaries designated by Executive may be any natural or legal person or persons, including a fiduciary, such as a trustee of a trust, or the legal representative of an estate. Unless otherwise provided by the beneficiary designation filed by Executive, if all of the persons so designated die before Executive on the occurrence of a contingency not contemplated in such beneficiary designation, or if Executive shall have failed to provide such beneficiary designation, then the amount payable under this Agreement shall be paid to Executive's estate.

9. Ethics. During the Term of Employment, Executive shall be subject to the Company's Code of Business Conduct and Ethics and related policies (the "Policies"), as the Policies may be updated from time to time, which Policies are set forth on the Corporate Governance page of the Company's website. If for any reason an arbitrator, subject to judicial review as provided by law, or a court should determine that any provision of the Policies is unreasonable in scope or otherwise unenforceable, such provision shall be deemed modified and fully enforceable as so modified to the extent the arbitrator and any reviewing court determines what would be reasonable and enforceable under the circumstances.

10. Confidential Information, Return of Property, Developments. (1) Executive covenants and agrees that, except to the extent the use or disclosure of any Confidential Information is required to carry out Executive's assigned duties with the Company, during the Term and thereafter: (i) Executive shall keep strictly confidential and not disclose to any person not employed by the Company any Confidential Information; and (ii) Executive shall not use or refer to any Confidential Information. However, this provision shall not preclude Executive from: (x) the use or disclosure of information known generally to the public (other than information known generally to the public as a result of Executive's violation of this Section), (y) any disclosure required by law or court order so long as Executive provides the Company prompt written notice of any such potential disclosure and reasonably cooperates with the Company to prevent or limit such disclosure to the extent lawful, or (z) communicating with a government office, official or agency. "Confidential Information" means confidential, proprietary or business information related to the Company's business that is or was furnished to, obtained by, or created by Executive during Executive's employment with the Company. Confidential Information includes by way of illustration, but is not limited to, such information relating to the Company's: (A) customers and suppliers, including customer lists, supplier lists, contact information, contractual terms, prices, and billing histories; (B) finances, financial statements, balance sheets, forecasts, profit margins and cost analyses; (C) plans and projections for new and developing business opportunities and for maintaining existing business; and (D) operating methods, business processes and techniques, services, products, prices, costs, service performance, and operating results. For the avoidance of doubt, this provision in no way limits Executive's obligations or the Company's rights under applicable trade secrets statutes.

(a) All property, documents, data, and Confidential Information prepared or collected by Executive as part of Executive's employment with the Company, in whatever form, are and shall remain the property of the Company. Executive agrees that Executive shall return upon the Company's request at any time (and, in any event, before Executive's employment with the

Company ends) all documents, data, Confidential Information, and other property belonging to the Company in Executive's possession or control, regardless of how stored or maintained and including all originals, copies and compilations.

(b) Executive hereby assigns and agrees in the future to assign to the Company Executive's full right, title and interest in all Developments (as defined below). In addition, all copyrightable works that Executive has created or creates in the course of or related to Executive's employment with the Company shall be considered "work made for hire" and shall be owned exclusively by the Company. "Developments" means any invention, formula, process, development, design, innovation or improvement made, conceived or first reduced to practice by Executive, solely or jointly with others, during Executive's employment with the Company and that was developed using the equipment, supplies, facilities or trade secret information of the Company or that relates at the time of conception or reduction to practice to: (i) the business of the Company, or (ii) any work performed by Executive for the Company.

11. Noncompete. (a) During the Restricted Period (as defined below), Executive shall not: (i) engage in Competitive Activity (as defined below) within or with respect to the Prohibited Territory (as defined below); or (ii) assist any entity or person to engage in Competitive Activity within or with respect to the Prohibited Territory, whether as an owner, financing source, consultant, employee or otherwise. In interpreting the foregoing, Executive agrees, for example, that Executive communicating about a project located within the Prohibited Territory (whether such communication is by telephone, e-mail, or otherwise) would constitute Executive engaging in activity "within or with respect to the Prohibited Territory" regardless of where Executive may be physically located at the time of that communication.

(a) The "Restricted Period" means: (i) the Term; and (ii) the 24-month period following the last day of the Term (the "Separation Date").

(b) "Competitive Activity" means competing against the Company by: (i) engaging in work for a competitor of the Company that is the same as or substantially similar to the work Executive performed on behalf of the Company; and/or (ii) engaging in an aspect of the Restricted Business (as defined below) that Executive was involved with on behalf of the Company. Notwithstanding the preceding, passively owning less than 3% of a public company shall not constitute by itself Competitive Activity or assisting others to engage in Competitive Activity.

(c) The "Restricted Business" means: (i) the business engaged in by the Company as of the Separation Date; and (ii) the business of the manufacture, sale and/or distribution of doors and/or windows.

(d) "Prohibited Territory" means: (i) Executive's geographic areas of responsibility for the Company at any point during the 6 months prior to the Separation Date; (ii) the area within 100 miles from Executive's primary office location(s) for the Company at any point during the 6 months prior to the Separation Date; and (iii) the continental United States. As a senior executive with the Company, Executive agrees that Executive's duties and responsibilities for the Company extend to the entire area of the Company's operations and that the Company does business throughout the United States.

12. Non-Interference Agreement. (a) During the Restricted Period, Executive shall not: (i) solicit, encourage, or cause any Restricted Client (as defined below) not to do business with or to reduce any part of its business with the Company; (ii) market, sell or provide to any Restricted Client any services or products that are competitive with or a substitute for the Company's services or products; (iii) solicit, encourage, or cause any supplier of capital, goods or services to the Company not to do business with or to reduce any part of its business with the Company; (iv) make any disparaging comments about the Company or its business, services, officers, managers, directors or employees, whether in writing, verbally, or on any online forum; (v) assist or encourage anyone else to engage in any of the conduct prohibited by this Section; or (vi) allow any of Executive's family members or any entity controlled by Executive to engage in any of the conduct prohibited by this Section.

(a) "Restricted Client" means: (i) any Company customer or client with whom Executive had business contact or communications at any time during the 12 months prior to the Separation Date; (ii) any Company customer or client for whom Executive supervised or assisted with the Company's dealings at any time during the 12 months prior to the Separation Date; (iii) any Company customer or client about whom Executive received Confidential Information at any time during the 12 months prior to the Separation Date; and (iv) any prospective Company customer or client with whom Executive had business contact or communications at any time during the 6 months prior to the Separation Date. As a senior executive with the Company, Executive agrees that Executive will receive confidential and trade secret information from the Company that would allow Executive to unfairly compete for business from any Company client such that the restrictions in this Section are necessary and reasonable.

13. Non-Raiding. During the Restricted Period, Executive shall not, directly or indirectly: (a) hire or engage or attempt to hire or engage for employment or as an independent contractor any Restricted Employee; or (b) solicit or encourage any Restricted Employee to leave the Company. "Restricted Employee" means: (i) each Company employee; and (ii) any person who was

employed by the Company at any time during the then previous 12 months.

14. Reasonableness. Executive has carefully read and considered the provisions of this Agreement and, having done so, agrees that the restrictions set forth herein are fair, reasonable, and necessary to protect the Company's legitimate business interests, its goodwill with its clients, suppliers and employees, and its confidential and trade secret information. In addition, Executive acknowledges and agrees that the foregoing restrictions do not unreasonably restrict Executive with respect to earning a living should Executive's employment with the Company end. As such, Executive agrees not to contest the general validity or enforceability of this Agreement in any forum. The post-Term covenants in this Agreement shall survive the last day of the Term and shall be in addition to any restrictions imposed upon Executive by statute, at common law, or other written agreements. Executive agrees that the Company may share the terms of this Agreement with any business with which Executive becomes associated while any of the post-Term restrictions in this Agreement remain in effect.

15. Remedies. Executive acknowledges and agrees that Executive's breach of this Agreement would result in irreparable damage and continuing injury to the Company. Therefore, in the event of any breach or threatened breach of this Agreement, the Company shall be entitled to an injunction enjoining Executive from committing any violation or threatened violation of this Agreement, without limiting the Company's other remedies. The Company shall not be required to post a bond to obtain such an injunction. If the Company is successful in any litigation to enforce this Agreement, then Executive agrees that the Company shall be entitled to the reasonable attorneys' fees it incurred in connection with such enforcement. In addition, if Executive breaches this Agreement, then (a) Executive will stop earning severance pay under this Agreement and such payments will stop; and (b) Employee agrees to repay any severance pay already paid under this Agreement beyond \$2,000. Any such forfeiture and/or repayment of Severance Pay shall in no way impair Employee's obligations to comply with this Agreement, the effectiveness of the Release, or the Company's right to injunctive relief and damages for the breach.

16. Certain Affiliates. The "Company" as used in Section 11 (Non-Compete), Section 12 (Non-Interference) and Section 13 (Non-Raiding) shall mean: (a) the Company as defined above; and (b) any Company affiliate with or for whom Executive performed services or had responsibilities any time during the last 12 months of the Term. The "Company" as used in Section 10 (Confidential Information, Return of Property, Developments) shall mean the Company and its affiliates.

17. Notices. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, or delivered by private courier, as follows: if to the Company — JELD-WEN Holding, Inc., 440 S. Church Street, Suite 400, Charlotte, NC 28202 (or such other address indicated from time to time as the worldwide corporate headquarters of JELD-WEN Holding, Inc. on its website or in its annual proxy statement) Attention: General Counsel; and if to Executive to the address of Executive as it appears in the records of the Company. Notice may also be given at such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

18. Miscellaneous. This Agreement shall also be subject to the following miscellaneous provisions:

(a) The Company represents and warrants to Executive that it has the authorization, power and right to deliver, execute and fully perform its obligations under this Agreement in accordance with its terms.

(b) This Agreement contains a complete statement of all the agreements between the parties with respect to Executive's employment by the Company, supersedes all prior and existing negotiations and agreements between them concerning the subject matter thereof and can only be changed or modified pursuant to a written instrument duly executed by each of the parties hereto and stating an intention to change or modify this Agreement. No waiver by either party of any breach by the other party of any condition or provision contained in this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by Executive or an authorized officer of the Company, as the case may be.

(c) The provisions of this Agreement are severable and in the event that a court of competent jurisdiction determines that any provision of this Agreement is in violation of any law or public policy, in whole or in part, only the portions of this Agreement that violate such law or public policy shall be stricken. All portions of this Agreement that do not violate any statute or public policy shall not be affected thereby and shall continue in full force and effect. Moreover, if any of the provisions contained in this Agreement are determined by a court of competent jurisdiction to be excessively broad as to duration, activity, geographic application or subject, it shall be construed, by limiting or reducing it to the extent legally permitted, so as to be enforceable to the extent compatible with then applicable law.

(d) This Agreement shall be governed by and construed in accordance with North Carolina law, without regard to the choice of law principles of any jurisdiction. Each party further agrees that any litigation under this Agreement shall occur exclusively in a state or federal court in Mecklenburg County, North Carolina and in no other venue. As such, each party irrevocably consents to the jurisdiction of and venue in the courts in Mecklenburg County, North Carolina for all disputes with respect to this Agreement. Executive agrees to service of process in any such dispute via FedEx to Executive's home address, without limiting other service methods allowed by applicable law. The parties agree that the terms in this Section are material to this Agreement, and that they will not challenge the enforceability of this Section in any forum.

(e) All compensation payable hereunder shall be subject to such withholding taxes as may be required by law.

(f) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. The Company further agrees that, in the event of a sale of assets or liquidation as described in the preceding sentence, it shall take commercially reasonable action in order to cause such assignee or transferee to expressly assume the liabilities, obligations and duties of the Company hereunder. Except as expressly provided herein, Executive may not sell, transfer, assign, or pledge any of Executive's rights or obligations pursuant to this Agreement.

(g) The rights of Executive hereunder shall be in addition to any rights Executive may otherwise have under any Company sponsored stock incentive plans or any grants or award agreements issued thereunder. The provisions of this Agreement shall not in any way abrogate Executive's rights under such stock incentive plans and underlying grants or award agreements.

(h) The respective rights and obligations of the parties hereunder shall survive any termination of Executive's employment to the extent necessary to the intended preservation of such rights and obligations.

(i) The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

(j) Each of the parties agrees to execute, acknowledge, deliver and perform, and cause to be executed, acknowledged, delivered and performed, at any time and from time to time, as the case may be, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary to carry out the provisions or intent of this Agreement.

(k) This Agreement may be executed in two or more counterparts each of which shall be legally binding and enforceable.

(l) Without limiting any rights which the Company otherwise has or obligations to which Executive is otherwise subject pursuant to any compensation clawback policy adopted by the Company from time to time, Executive hereby acknowledges and agrees that, notwithstanding any provision of this Agreement to the contrary, Executive will be subject to any legally mandatory policy relating to the recovery of compensation, to the extent that the Company is required to adopt and/or implement such policy pursuant to applicable law, whether pursuant to the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or otherwise.

19. Section 409A. (1) Each payment under this Agreement is intended to be a separate payment which is compliant with or excepted from Section 409A, including, but not limited to, by compliance with the short-term deferral exception as specified in Treasury Regulation § 1.409A-1(b)(4) and the involuntary separation pay exception within the meaning of Treasury Regulation § 1.409A-1(b)(9)(iii), and the provisions of this Agreement will be administered, interpreted and construed accordingly (or disregarded to the extent such provision cannot be so administered, interpreted or construed).

(a) In the event that Executive is a "specified employee" (within the meaning of Section 409A and with such classification to be determined in accordance with the methodology established by the Company), amounts and benefits payable or to be provided under this Agreement that are deferred compensation (within the meaning of Section 409A) that would otherwise be paid or provided on account of Executive's "separation from service" (as defined in Section 409A) during the six-month period immediately following such separation from service (the "Delayed Severance") shall instead be paid, with interest (other than in respect of any payments for the vesting of Stock Awards) accrued at a per annum rate equal to the prime rate for large banks, as published in the Wall Street Journal on Executive's separation from service for the period beginning on (but excluding) the date such payment would have been made but for Section 409A of the Code through (and including) the date of payment, on the earlier of (i)

Executive's death or (ii) the first business day after the date that is six months following such separation from service; provided, however, in the event of a CIC Qualifying Termination, the Delayed Severance shall, on or as soon as practicable following Executive's separation from service, be contributed into a rabbi trust established by the Company or the successor thereto.

(b) All reimbursements or provisions of in-kind benefits pursuant to this Agreement shall be made in accordance with Treasury Regulation § 1.409A-3(i)(1)(iv) such that the reimbursement or provision will be deemed payable at a specified time or on a fixed schedule relative to a permissible payment event. Specifically, (i) the amount reimbursed or in-kind benefits provided under this Agreement during Executive's taxable year may not affect the amounts reimbursed or provided in any other taxable year (except that total reimbursements may be limited by a lifetime maximum under a group health plan), (ii) the reimbursement of an eligible expense shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense was incurred, (iii) in the event that the provision of in-kind benefits requires the Company to impute income to Executive, the Company shall timely impute such income to Executive under applicable tax rules for the appropriate taxable year, and (iv) the right to reimbursements or provisions of in-kind benefits is not subject to liquidation or exchange for other benefit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 7 day of August, 2017.

EXECUTIVE

JELD-WEN HOLDING, INC.

/s/ John A. Dinger
John A. Dinger:

/s/ Mark A. Beck
Mark A. Beck:
President and Chief Executive Officer:

ANNEX A

RELEASE OF CLAIMS

Executive hereby irrevocably, fully and finally releases JELD-WEN Holding, Inc., a Delaware corporation (the “Company”), its parent, subsidiaries, affiliates, directors, officers, agents and employees (“Releasees”) from all causes of action, claims, suits, demands or other obligations or liabilities, whether known or unknown, suspected or unsuspected, that Executive ever had or now has as of the time that Executive signs this release which relate to Executive’s hiring, Executive’s employment with the Company, the termination of Executive’s employment with the Company and claims asserted in shareholder derivative actions or shareholder class actions against the Company and its officers and Board, to the extent those derivative or class actions relate to the period during which Executive was employed by the Company. The claims released include, but are not limited to, any claims arising from or related to Executive’s employment with the Company, such as claims arising under (as amended) Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1974, the Americans with Disabilities Act, the Equal Pay Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Labor Code, the Employee Retirement Income and Security Act of 1974 (“ERISA”) (except for any vested right Executive has to benefits under an ERISA plan), the state and federal Worker Adjustment and Retraining Notification Act, and the California Business and Professions Code; any other local, state, federal, or foreign law governing employment; and the common law of contract and tort. In no event, however, shall any claims, causes of action, suits, demands or other obligations or liabilities be released pursuant to the foregoing if and to the extent they relate to:

- (i) claims for workers’ compensation benefits under any of the Company’s workers’ compensation insurance policies or funds;
- (ii) claims related to Executive’s COBRA rights;
- (iii) claims for indemnification from the Company to which Executive is or may become entitled, including but not limited to claims submitted to an insurance company providing the Company with directors and officers liability insurance; and
- (iv) any claims for benefits under any employee benefit plans of the Company that become due or owing at any time following Executive’s termination of employment, including, but not limited to, any ERISA plans, deferred compensation plans or equity plans.

Executive represents and warrants that Executive has not filed any claim, charge or complaint against any of the Releasees.

Executive intends that this release of claims cover all claims, whether or not known to Executive. Executive further recognizes the risk that, subsequent to the execution of this release,

Executive may incur loss, damage or injury which Executive attributes to the claims encompassed by this release. Executive expressly assumes this risk by signing this release and voluntarily and specifically waives any rights conferred by California Civil Code section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor which if known by him or her must have materially affected his or her settlement with the debtor.

Executive also hereby waives any rights under the laws of the Commonwealth of Virginia, the State of New York, or any other jurisdiction which Executive may otherwise possess that are comparable to those set forth under California Civil Code section 1542.

Executive represents and warrants that there has been no assignment or other transfer of any interest in any claim by Executive that is covered by this release.

Executive acknowledges that Executive has been given at least 21 days in which to review and consider this release, although Executive is free to execute this release at any time within that 21-day period. Executive acknowledges that Executive has been advised to consult with an attorney about this release. Executive also acknowledges Executive's understanding that if Executive signs this release, Executive will have an additional 7 days from the date that Executive signs this release to revoke that acceptance, which Executive may effect by means of a written notice sent to the General Counsel of the Company at the Company's corporate headquarters. If this 7-day period expires without a timely revocation, Executive acknowledges and agrees that this release will become final and effective on the eighth day following the date of Executive's signature, which eighth day will be the effective date of this release.

Executive acknowledges and agrees that Executive's execution of this release is supported by independent and adequate consideration in the form of payments and/or benefits from the Company to which Executive would not have become entitled if Executive had not signed this release.

IN WITNESS WHEREOF, Executive has duly executed this release as of the day and year set forth below.

EXECUTIVE

John A. Dinger

Date: _____

ANNEX B

FORM INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

Annex B-1

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Mark Beck, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal period ended July 1, 2017 of JELD-WEN Holding, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2017

/s/ Mark A. Beck

Mark A. Beck
President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, L. Brooks Mallard, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal period ended July 1, 2017 of JELD-WEN Holding, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2017

/s/ L. Brooks Mallard

L. Brooks Mallard

Executive Vice President and Chief Financial Officer (Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of JELD-WEN Holding, Inc. (the “Company”) for the fiscal period ended July 1, 2017 filed with the Securities and Exchange Commission on the date hereof (the “Report”), we, the undersigned officers of the Company, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.
- The foregoing certification is being furnished solely pursuant to 18 U.S.C. §1350 and is not being filed as part of the Report or as a separate disclosure document.

Date: August 8, 2017

 /s/ Mark A. Beck
Mark A. Beck
President and Chief Executive Officer
(Principal Executive Officer)

 /s/ L. Brooks Mallard
L. Brooks Mallard
Executive Vice President and Chief Financial Officer (Principal Financial
Officer)