

RECORDATION REQUESTED BY:

Pacific Continental Bank
P.O. Box 10727
Eugene, OR 97440

99 JUN -7 AM 12:25

Vol M99 Page 22276

WHEN RECORDED MAIL TO:

Pacific Continental Bank
P.O. Box 10727
Eugene, OR 97440

SEND TAX NOTICES TO:

Oregon Pacific Petroleum Company, Inc. dba: American
Pacific Petroleum
32910 VanDuyn Rd.
Eugene, OR 97408

ASPEN 991050

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 1, 1999, BETWEEN Oregon Pacific Petroleum Company, Inc. dba: American Pacific Petroleum (referred to below as "Grantor"), whose address is 32910 VanDuyn Rd., Eugene, OR 97408; and Pacific Continental Bank (referred to below as "Lender"), whose address is P.O. Box 10727, Eugene, OR 97440.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated June 1, 1997 (the "Deed of Trust") recorded in Klamath County, State of Oregon as follows:

Recorded July 11, 1997 as Volume M97, on Page 21847, in Official Records of Klamath County, State of Oregon.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Klamath County, State of Oregon:

See attached Exhibit "A"

The Real Property or its address is commonly known as Hwy 97, Chemult, OR 97731.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

Extend maturity date from June 1, 1999 to June 1, 2000.

DEFINITIONS: The following word(s) shall have the following meaning(s) when used in this Deed of Trust.

NOTE: The word "Note" now means the Promissory Note dated June 1, 1999 in the original amount of \$700,000.00 from Oregon Pacific Petroleum Company, Inc. dba: American Pacific Petroleum to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions for the note or credit agreement. This note is given in substitution for the Promissory Note dated June 1, 1998.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

25

MODIFICATION OF DEED OF TRUST
(Continued)

222777

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

~~Oregon Pacific Petroleum Company, Inc. dba: American Pacific Petroleum~~

By: [Signature]
John A. Anderson, President

By: [Signature]
James S. Anderson, Jr., Secretary

LENDER:

Pacific Continental Bank

By: [Signature]
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Clatsop) SS



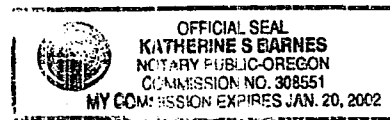
On this 12th day of June, 1999, before me, the undersigned Notary Public, personally appeared John A. Anderson, President of Oregon Pacific Petroleum Company, Inc. dba: American Pacific Petroleum, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: [Signature]
Notary Public in and for the State of Oregon

Residing at Clatsop, Oregon
My commission expires: 1-20-2002

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Clatsop) SS



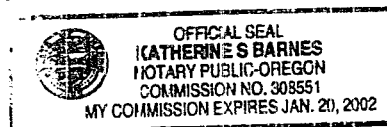
On this 12th day of June, 1999, before me, the undersigned Notary Public, personally appeared James S. Anderson, Jr., Secretary of Oregon Pacific Petroleum Company, Inc. dba: American Pacific Petroleum, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: [Signature]
Notary Public in and for the State of Oregon

Residing at Clatsop, Oregon
My commission expires: 1-20-2002

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Lane) SS



On this 1st day of June, 1999, before me, the undersigned Notary Public, personally appeared Alvin L. Johnson and known to me to be the AMP Manager, authorized agent for the Lender, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Katherine S. Barnes Residing at Eugene, Oregon
Notary Public in and for the State of Oregon My commission expires 1-20-2002

EXHIBIT "A"

Parcel I:

Lots 1 through 11, inclusive, Block 6 of NORTH CHEMULT, according to the official plat thereof on file in the offices of the County Clerk of Klamath County, Oregon.

Parcel II:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 2, NORTH CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

State of Oregon, County of Klamath

Recorded 6/1/99, at 11:25 a.m.

In Vol. M99 Page 22276

Linda Smith, County Clerk

Fee \$ 25 *Linda Smith*