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This Instrument prepared by and after recording return to:

GEORGE J. RISTE
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P. O. BOX 5308
PORTLAND, OR 97228-5308

0013580491

Vol M03 Page 60712

State of Oregon, County of Klamath
Recorded 08/19/2003 3:11 P. m
Vol M03 Pg 60712-15
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 4



AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by KLAMATH BASIN STORAGE, LLC (collectively the "Grantor"), and U.S. BANK N.A. (the "Beneficiary") as of the date set forth below.

RECITALS

A. The Grantor (or the Grantor's predecessor in interest, if different from the undersigned Grantor) executed a Trust Deed (the "Deed of Trust"), dated AUGUST 21, 2002. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in Exhibit A hereto if the description does not appear below):

See attached Exhibit A

Real Property Tax I.D. No. SEE ATTACHED EXHIBIT "A"

B. The Deed of Trust was recorded in the office of the County Clerk for KLAMATH County, Oregon, on AUGUST 22, 2002, in Book VOL M02, Page 47396-04, or as Document No. _____

C. The Grantor has requested that the Beneficiary permit certain modifications to the Deed of Trust as described below.

D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Grantor and the Beneficiary agree as follows:

1. ☒ **Change In Note/Deed of Trust Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated 08/21/02 in the initial principal amount(s) of \$484,000.00" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated 08/21/02 and 08/13/03 in the initial principal amount(s) of \$ 484,000.00 and \$219,200.00".

36X

2. ☒ **Change In Maturity Date.** If checked here, the maturity date of the latest of the Obligations to mature, secured by the Deed of Trust is hereby amended to AUGUST 1, 2013.

3. **Additional Terms.**

4. **Fees and Expenses.** The Grantor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to future credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guarantees guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Beneficiary of existing defaults by the Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization.** The Grantor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Grantor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of AUGUST 13, 2003.

(Individual Grantor)

KLAMATH BASIN STORAGE, LLC

Grantor Name (Organization)

a OREGON limited liability company

Printed Name N/A

By Jerry E. Bennett

Name and Title

(Individual Grantor)

By

Name and Title

Printed Name N/A

U.S. BANK N.A.

Beneficiary (Bank)

By: George J. Riste

Name and Title: GEORGE J. RISTE
VICE PRESIDENT

[NOTARIZATIONS ON NEXT PAGE]

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EXHIBIT A TO AMENDMENT TO DEED OF TRUST

0013580491

(Legal Description)

Grantor/Trustor: **KLAMATH BASIN STORAGE, LLC**

Trustee: **U.S. BANK TRUST COMPANY, N.A.**

Beneficiary: **U.S. BANK N.A.**

Legal Description of Land:

PARCEL 1:
LOTS 1 AND 2, BLOCK 3; LOTS 1 AND 2, BLOCK 4, AND VACATED RONALD STREET
BETWEEN SAID LOTS, IN BAILEY TRACTS NO. 2, IN THE COUNTY OF KLAMATH, STATE
OF OREGON.

PARCEL II:
PARCELS 2 AND 3 OF LAND PARTITION 27-00 FILED JUNE 21, 2000 BEING A PORTION
OF BAILEY TRACTS NO. 2, SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE
MERIDIAN, KLAMATH COUNTY, OREGON.

TOGETHER WITH AN EASEMENT FOR PUBLIC AND PRIVATE UTILITIES, WATER, SEWER
AND PLACEMENT OF AN ADVERTISING SIGN OVER THE WEST 15 FEET OF PARCEL 1
OF LAND PARTITION 27-00

MAP NO.: R-3909-002DA-02001-000; R-3909-002DA-02002-000;
R-3909-002DA-02100-000

PROPERTY VESTED AS: KLAMATH BASIN STORAGE LLC, AN OREGON LIMITED LIABILITY
COMPANY.

REAL PROPERTY ADDRESS IS: 2455 & 2515 HOMEDALE ROAD,
KLAMATH FALLS, OR 97603

GRANTOR NOTARIZATION

60715

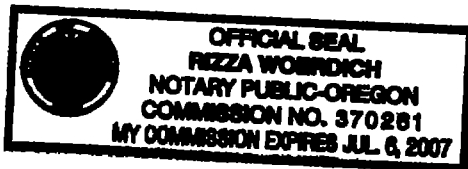
STATE OF _____ }
 COUNTY OF _____ } ss.

This instrument was acknowledged before me on August 19, 2003, by JERRY E. BARRETT
(Date) (Name(s) of person(s))

as MANAGER / MEMBER
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of KLAMATH BASIN STORAGE, LLC
(Name of entity on whose behalf the document was executed; use N/A if individual)

and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.
 (Notarial Seal)



Rizza Woerdich
 Printed Name: RIZZA WOERDICH
 Title (and Rank): Universal Banker
 My commission expires: July 06, 2007

BENEFICIARY (BANK) NOTARIZATION

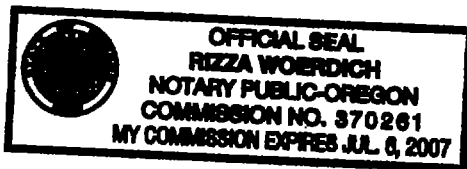
STATE OF _____ }
 COUNTY OF _____ } ss.

This instrument was acknowledged before me on August 19, 2003, by GEORGE J. RISTE
(Date) (Name(s) of person(s))

as VICE PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of U.S. BANK N.A.
(Name of entity on whose behalf the document was executed; use N/A if individual)

and that, as such officer, being authorized so to do, executed this instrument for the purposes therein contained.
 (Notarial Seal)



Rizza Woerdich
 Printed Name: RIZZA WOERDICH
 Title (and Rank): Universal Banker
 My commission expires: July 06, 2007