

MTC 775 114  
RECORDATION REQUESTED BY:  
PremierWest Bank  
Klamath Falls Branch  
421 South 7th Street  
P. O. Box 5016  
Klamath Falls, OR 97601

2008-015438  
Klamath County, Oregon



11/14/2008 03:14:24 PM

Fee: \$26.00

WHEN RECORDED MAIL TO:  
PremierWest Bank  
Klamath Falls Branch  
421 South 7th Street  
Klamath Falls, OR 97601

SEND TAX NOTICES TO:  
Desert Lake Technologies, LLC  
PO Box 489  
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 7, 2008, is made and executed between Desert Lake Technologies, L.L.C., an Oregon Limited Liability Company ("Grantor") and PremierWest Bank, whose address is Klamath Falls Branch, 421 South 7th Street, P. O. Box 5016, Klamath Falls, OR 97601 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 8, 2006 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Deed of Trust recorded November 14, 2006 in the Klamath County Recorders Office as document number 2006-022740 in the amount of \$500,000.00; followed by a Modification of Deed of Trust dated November 27, 2007 in the principal amount of \$500,000.00.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Klamath County, State of Oregon:

Parcel 1 of Land Partition 43-95 situated in Government Lot 1 (NW 1/4 NE1/4) Section 7, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

The Real Property or its address is commonly known as 12742 Keno Worden Road, Klamath Falls, OR 97601. The Real Property tax identification number is 4008-00700-00400-000.

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

It is hereby agreed to extend the maturity date from November 15, 2008 to November 15, 2009.

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 endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 7, 2008.

GRANTOR:

DESERT LAKE TECHNOLOGIES, LLC

By: Howard W. Newman  
Howard W. Newman, Manager of Desert Lake Technologies, LLC

LENDER:

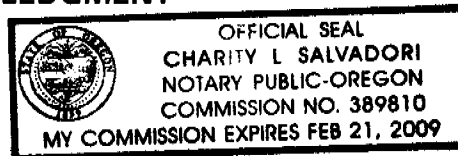
PREMIERWEST BANK

X 6.2  
Authorized Officer

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon  
COUNTY OF Klamath

)  
) SS  
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On this 14th day of November, 20 08, before me, the undersigned Notary Public, personally appeared Howard W. Newman, Manager of Desert Lake Technologies, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Charity L. Salvadori  
Notary Public in and for the State of Oregon

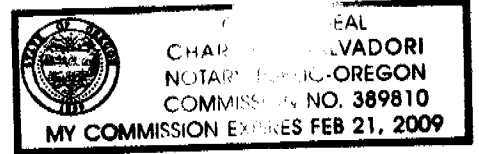
Residing at PremierWest Bank, Klamath Falls, OR  
My commission expires 2-21-09

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MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER ACKNOWLEDGMENT



STATE OF Oregon )  
COUNTY OF Klamath ) SS )

On this 14<sup>th</sup> day of November, 2008, before me, the undersigned Notary Public, personally appeared Gary Parker and known to me to be the Branch Manager, authorized agent for PremierWest Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PremierWest Bank, duly authorized by PremierWest Bank 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 in fact executed this said instrument on behalf of PremierWest Bank.

By Charity L. Salvadori  
Notary Public in and for the State of Oregon

Residing at PremierWest Bank, Klamath Falls  
My commission expires 2-21-09 OR

