

RECORDATION REQUESTED BY:

Umpqua Bank
Sacramento Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

Amertitle
MTC 1396-11237

2013-013815

Klamath County, Oregon

12/17/2013 04:00:55 PM

Fee: \$52.00

WHEN RECORDED MAIL TO:

Umpqua Bank
PO Box 1580
Roseburg, OR 97470

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

SEND TAX NOTICES TO:

SOS Family, LLC
1301 Esplanade Ave.
Klamath Falls, OR 97601-5902

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 31, 2013, is made and executed between SOS Family, LLC, an Oregon Limited Liability Company whose address is 1440 North 4th St., Lakeview, OR 97630 ("Grantor") and Umpqua Bank, whose address is Sacramento Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 3, 2012 (the "Deed of Trust") which has been recorded in Klamath County, State of Oregon, as follows:

Recorded on June 22, 2012 as Instrument no. 2012-006890 in the official records of Klamath County, Oregon. The current loan obligation may have been previously modified, and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

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

Outlot 5 in BOWNE ADDITION TO BONANZA, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The Real Property or its address is commonly known as 3419 Harpol Rd, Bonanza, OR 97623. The Real Property tax identification number is R607908.

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

As used herein, the term "Grantor" now means SOS Family, LLC.

Redefine definition of note and modify or add the following terms.

Modify Note. the Note executed by Ed Staub & Sons Petroleum, Inc. in the original principal amount of \$7,000,000.00 dated October 31, 2013 as loan no. 70021716; Libor Note executed by Ed Staub & Sons Petroleum, Inc. in the original principal amount of \$10,000,000.00 dated October 2, 2008 as loan no. 68851179; Libor Note executed by Ed Staub & Sons Petroleum, Inc. in the original principal amount of \$1,250,000.00 dated October 31, 2013 as loan no. 70021729; Libor Note executed by Ed's Trucking, LLC in the original principal amount of \$1,250,000.00 dated October 31, 2013 as loan no. 70021751; and Note executed by Ed's Trucking, LLC in the original principal amount of \$1,500,000.00 dated October 31, 2013 as loan no. 70021765, together with all Financial Contracts, renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note, credit agreement or commitment entered into between Borrower(s) and Lender.

Modify Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents and any other indebtedness or obligations of Ed Staub and Sons Petroleum, Inc. or Ed's Trucking, LLC evidenced by other notes or writings, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement and any Indebtedness, liabilities, or obligations, now existing or hereafter arising, due or to become due, absolute or contingent, of the Borrower to the Lender and/or its affiliates under any Financial Contract permitted hereunder.

Add Financial Contract. The words "Financial Contract" mean (1) an agreement (including terms and conditions incorporated by reference therein) which is a rate swap agreement, basis swap, forward rate agreement, commodity swap, commodity option, equity or equity index swap, bond option, interest rate option, foreign exchange agreement, rate cap agreement, rate floor agreement, rate collar agreement, currency swap agreement, cross- currency rate swap agreement, currency option, any other similar agreement (including any option to enter into any of the foregoing); (2) any combination of the foregoing; or (3) a master agreement for any of the foregoing together with all supplements.

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 endorsers 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.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any

52amt

MODIFICATION OF DEED OF TRUST (Continued)

other party.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of California. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Sacramento County, California except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

JUDICIAL REFERENCE. In any judicial action or cause of action arising from this Agreement or otherwise, including without limitation contract and tort disputes, all decisions of fact and law shall, at the request of either Borrower or Lender or other holder of this Agreement, be referred to a referee in accordance with Section 638 et seq. of the California Code of Civil Procedure if the action is before a court of any judicial district of the State of California. The referee shall prepare written findings of fact and conclusions of law, and judgment upon the referee's award shall be entered in court in which such proceeding was commenced. No provision or exercise of any right under this provision shall limit the right of the undersigned or Lender or other holder of this Agreement to exercise self-help remedies, such as foreclosure against or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the pendency of any judicial reference proceeding. The exercise of a remedy does not waive the right of either party to resort to judicial reference. Borrower and Lender further agree that all disputes, claims and controversies between them shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the referee or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not a court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

SURETYSHIP WAIVERS. Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower for reimbursement; any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the indebtedness, which is made without Grantor's consent.

ERRORS AND OMISSIONS. Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.

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 OCTOBER 31, 2013.

GRANTOR:

SOS FAMILY, LLC

DOB, INC., Manager of SOS Family, LLC

By: 
Bradley W. Staub, President of DOB, Inc.

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

LENDER:

UMPQUA BANK

X _____
Authorized Officer

This document is executed in counterpart to facilitate this transaction each of which so executed shall, irrespective of date of its execution and delivery, be deemed an original, and these counterparts together constitute one and the same instrument.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)

COUNTY OF Klamath)

) SS
)



On this 5th day of Dec, 20 13, before me, the undersigned Notary Public, personally appeared Bradley W. Staub, President of DOB, Inc., Manager of SOS Family, 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 Stacy M Howard Residing at Klamath County
Notary Public in and for the State of Oregon My commission expires 11-18-15

LENDER ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

) SS
)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua 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 Umpqua Bank.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

LENDER:

UMPQUA BANK

X [Signature]
Authorized Officer

This document is executed in counterpart to facilitate this transaction each of which so executed shall, irrespective of date of its execution and delivery, be deemed an original, and these counterparts together constitute one and the same instrument.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

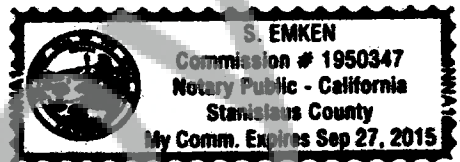
STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared **Bradley W. Staub, President of DOB, Inc., Manager of SOS Family, 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Sacramento)



On this 9th day of December, 2013, before me, the undersigned Notary Public, personally appeared Robert Nezu and known to me to be the Authorized Agent, authorized agent for **Umpqua Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Umpqua Bank**, duly authorized by **Umpqua 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 **Umpqua Bank**.

By [Signature] Residing at Sacramento, CA
Notary Public in and for the State of California My commission expires 9/27/15