

This instrument prepared by and after recording return to:

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

0013602774 -91

AMENDMENT TO OREGON TRUST DEED

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by Southern Oregon Goodwill Industries, having a mailing address of 11 West Jackson Street, Medford, OR 97501 (collectively the "Grantor"), and U.S. BANK N.A. 555 SW OAK, PORTLAND, OR 97204 (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 MAY 15, 2010 in favor of U.S. BANK TRUST COMPANY, N.A., having a mailing address of 555 SW OAK, PORTLAND, OR 97204 (the "Trustee"), for the benefit of the Beneficiary. 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):

Lots 1, 2, 3 and 4 in Block 2 of FREMONT PARK - TRACT 1183, according to the official plat thereof on file and in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING from said Lot 1 that portion thereof conveyed to The State of Oregon, by and through its Department of Transportation for road purposes by Deed recorded November 15, 1995 in Volume M95, page 31162, Microfilm Records of Klamath County, Oregon.

Property located at: 3401 Washburn Way, Klamath Falls, Klamath County, OR 97603

Real Property Tax I.D. No. _____

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on MAY 18, 2010, in Book _____, Page _____, or as Document 2010-006042

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 N/A in the initial principal amount(s) of \$ N/A" is hereby amended and replaced with the phrase "note(s) dated or amended as of N/A in the principal amount(s) of \$ N/A".

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 DECEMBER 15, 2023.

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 guaranties 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 DECEMBER 20, 2013.

(Individual Grantor)

Printed Name

N/A

(Individual Grantor)

Printed Name

N/A

U.S. BANK N.A.

Beneficiary (Bank)

By:

Timothy J. Clayton

Name and Title: Timothy J. Clayton
Vice President

Southern Oregon Goodwill Industries

Grantor Name (Organization)

a Oregon Corporation

By

Gayle E. Byrne

Name and Title Gayle E. Byrne

President

By

Name and Title

GRANTOR NOTARIZATION

STATE OF Oregon }
COUNTY OF Jackson } ss.

This instrument was acknowledged before me on 12/30/13 (Date) , by Gayle E Byrne (Name(s) of person(s))

as President

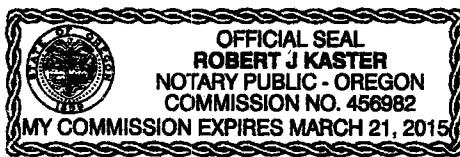
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

of Southern Oregon Goodwill Industries

(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)



Robert J. Kaster

Printed Name: ROBERT J. KASTER

Title (and Rank): Credit Analyst

My commission expires: 03-21-15

BENEFICIARY (BANK) NOTARIZATION

STATE OF Oregon }
COUNTY OF Mariam } ss. RK
 } Jackson

This instrument was acknowledged before me on 12/30/13 (Date) , by Timothy J Clayton (Name(s) of person(s))

as Vice President

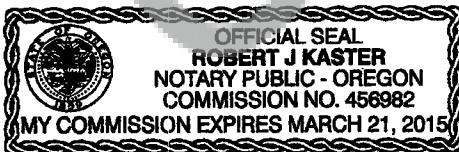
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

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)



Robert J. Kaster

Printed Name: ROBERT J. KASTER

Title (and Rank): Credit Analyst

My commission expires: 3-21-15