

This instrument prepared by and
after recording return to:
Benjamin A. Cavender
U.S. Bank National Association
800 Nicollet Mall BC-MN-H21R
Minneapolis, Minnesota 55402

AMENDMENT TO OREGON LINE OF CREDIT TRUST DEED

This Amendment to Trust Deed (the "Amendment"), is made and entered into by Merit's Service Center LLC (the "Grantor", whether one or more) and U.S. Bank National Association (the "Beneficiary") as of May 1, 2018.

RECITALS

A. Grantor executed an Oregon Line of Credit Trust Deed, Security Agreement and Assignment of Rents and Leases (the "Deed of Trust"), dated June 12, 2007. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is legally described in Exhibit A attached hereto.

Real Property Tax Identification Number: 3809-003DC

B. The Deed of Trust was recorded in the office of the County Clerk for Klamath County, Oregon, on June 13, 2007, in Book 2007, Page 10701.

C. Grantor has requested certain modifications to the Deed of Trust as described below.

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

TERMS OF AGREEMENT

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

Change in Obligations. Section 1.3 "Obligations" is amended and restated to read:

1.3 "Obligations" means the loan by Beneficiary to Merit's Service Center LLC (the "**Borrower**") evidenced by the Amended and Restated Term Note dated July 13, 2016, as amended by the Amendment to Loan Agreement and Note dated December 30, 2016, Amendment to Loan Agreement and Note dated August 25, 2017 and the Amendment to Loan Agreement and Note dated April 2, 2018, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "**Note**"); all of Grantor's debts, liabilities, obligations, covenants, warranties, and duties to Beneficiary under the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated and whether absolute or contingent; all of Grantor's obligations under the Deed of Trust; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of the Deed of Trust, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

"Loan Documents" means together and individually the Note, the Deed of Trust and any loan agreement, security or pledge agreement, assignment, financing statement, lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker's acceptance, and any other agreement, document or instrument previously, concurrently or hereafter executed or delivered by any party to or in favor of Beneficiary evidencing, creating, securing, guarantying or otherwise related to: the indebtedness evidenced by the Note or the pledge of the Mortgaged Property as security for repayment of the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

Change in Maturity Date. The maturity date of the latest of the Obligations to mature, secured by the Deed of Trust, is hereby amended to **January 31, 2019**.

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

Effectiveness of Prior Document. Except as provided in the 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.

Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Deed of Trust, as amended, the terms of the amended Note and any such related loan agreement shall control.

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

Counterparts. The 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.

Receipt of Copy. Grantor hereby acknowledges the receipt of a copy of the Amendment to Deed of Trust together with a copy of each promissory note secured hereby.

Transferable Record. The Amendment is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, Beneficiary may, on behalf of Grantor, create a microfilm or optical disk or other electronic image of the Amendment that is an authoritative copy as defined in such law.

Beneficiary may store the authoritative copy of such Amendment in its electronic form and then destroy the paper original as part of Beneficiary's normal business practices. Beneficiary, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

Authorization. Grantor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of 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.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment as of the date set forth above.

GRANTOR:

MERIT'S SERVICE CENTER LLC,
an Oregon limited liability company

By: 

David J. McNiven, Member

By: 

Kay D. McNiven, Member

BENEFICIARY:

U.S. BANK NATIONAL ASSOCIATION
a national banking association

By: 

Scott R. Busch, Vice President

GRANTOR NOTARIZATION

STATE OF OREGON)
COUNTY OF Klamath) ss.

This instrument was acknowledged before me on April 30, 2018, by David & Kay McNiven as members of Merit's Service Center LLC.

(Seal, if any)

Brianna Garcia
(Signature of notarial officer)

Notary
(Title (and Rank))

My commission expires: January 28, 2020



BENEFICIARY (BANK) NOTARIZATION

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

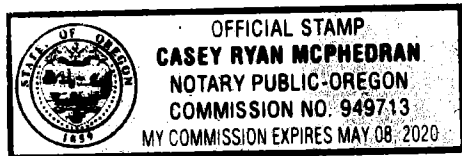
This instrument was acknowledged before me on MAY 01, 2018, by Scott R. Busch, as Vice President of U.S. Bank National Association.

(Seal, if any)

Casey R. McPhedran
(Signature of notarial officer)

NOTARY PUBLIC
(Title (and Rank))

My commission expires: MAY 08, 2020



**EXHIBIT A TO AMENDMENT TO OREGON LINE OF CREDIT TRUST DEED
(Legal Description)**

Grantor: Merit's Service Center LLC

Trustee: U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

PARCEL 1:

All of Lot 8, and all of Lot 7, LESS the East 40 feet of the South 34 feet of said Lot 7, Block 203, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

PARCEL 2:

Lot 6, Block 203, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon..

PARCEL 3:

A portion of Lot 7, Block 203, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of Lot 7 in Block 203 of MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, and running thence Northerly along the East line of said Lot a distance of 34 feet to a point; thence Westerly parallel with the South line of said Lot a distance of 40 feet; thence Southerly a distance of 34 feet to the South line of said Lot; thence East a distance of 40 feet to the point of beginning.

CODE 001 MAP 3809-033DC TL 05700 KEY #631668