

DOC # 0213001

12/31/2008

03:53 PM

Official Record

Recording requested By
LIONEL SAWYER & COLLINS

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$44.00

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RPTT:

Recorded By: FES

Book- 0484 Page- 0340



APN: N/A

Recording Requested By and
When Recorded Return To:

Paul, Hastings, Janofsky & Walker LLP
55 Second Street, 24th Floor
San Francisco, California 94105
Attention: Matthew R. VanderZanden

MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING
AND ASSIGNMENT OF PRODUCTION

THIS MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION
("Modification"), is made as of November 28, 2008, between Great Nevada Petroleum, LLC
("Grantor") and Passport Management, LLC (the "Beneficiary").

Factual Background

A. Grantor executed that certain Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Production dated as of March 3, 2008, in favor of Beneficiary, which was recorded on May 23, 2008, with the Recorder of Eureka County, Nevada, as Document No. 0211870 (the "Deed of Trust"). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Deed of Trust.

B. The Deed of Trust secures, among other things, certain Obligations pursuant to the terms of a Note and Warrant Purchase Agreement dated as of March 3, 2008 (the "Purchase Agreement") among Terralliance Technologies, Inc., a Delaware corporation ("TTI"), the purchasers party thereto, (the "Purchasers") and Beneficiary, as Collateral Agent.

C. TTI, Beneficiary and the Initial Purchasers and the Add-On Purchaser (as defined in the Purchase Agreement Amendment) are amending the Purchase Agreement to provide, among other things, for the issuance of an additional \$7,764,705 in aggregate principal amount of Notes pursuant to Amendment No. 1 to Note and Warrant Purchase Agreement of even date herewith (the "Purchase Agreement Amendment"). Grantor and Beneficiary are entering into this amendment to the Deed of Trust to increase the amount of the maximum indebtedness secured by the Deed of Trust and to confirm that the Deed of Trust secures, among other things, the Purchase Agreement, as amended by the Purchase Agreement Amendment, and the obligations under the Notes, as defined in the Purchase Agreement Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All references in the Deed of Trust to the Purchase Agreement shall mean the Purchase Agreement as amended by the Purchase Agreement Amendment.

2. The definition of "Obligations" in Section 1.9 of the Deed of Trust is hereby amended by restating subsection (a) in its entirety as follows:

(a) the \$150,000,000 principal amount and all other indebtedness evidenced the Initial Notes (as defined in the Purchase Agreement Amendment) and the \$7,764,705 aggregate principal amount and all other indebtedness evidenced by the Add-On Notes;

3. Section 2.3 of the Deed of Trust is hereby amended to increase the maximum amount of principal secured by the Deed of Trust from One Hundred Fifty Million Dollars (\$150,000,000) to One Hundred Fifty-Seven Million Seven Hundred Sixty-Four Thousand Seven Hundred Five Dollars (\$157,764,705).

4. Grantor and Beneficiary ratify and confirm the Deed of Trust, as modified hereby, in all respects, including the liens and security interests created thereby.

5. This Modification may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

6. Save and except as modified hereby, the Deed of Trust remains unmodified and in full force and effect.

SIGNATURE AND NOTARY PAGES FOLLOW.

GRANTOR:

GREAT NEVADA PETROLEUM, LLC

By: _____
Name:
Title:

BENEFICIARY:

PASSPORT MANAGEMENT, LLC,
as Collateral Agent

By: Joanne Cormican
Name:
Title: **Joanne Cormican**
Chief Financial Officer

Signature Page to Modification of Deed of Trust GNP (Eureka)

State of California

County of San Francisco

On 11/26/2008 before me, Michelle Clifford, Notary Public,
Date Here Insert Name and Title of Officer
personally appeared Joanne Cormican
Name(s) of Signer(s)

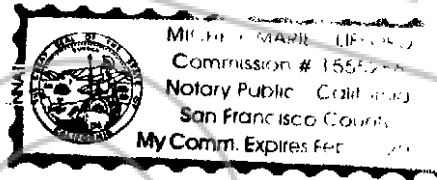
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public



Place Notary Seal Above

Signature Page to Modification of Deed of Trust GNP (Eureka)

GRANTOR:

GREAT NEVADA PETROLEUM, LLC

By:

Name: Terry Gerhart

Title: Manager

BENEFICIARY:

PASSPORT MANAGEMENT, LLC,
as Collateral Agent

By: _____

Name: _____

Title: _____

Signature Page to Modification of Deed of Trust GNP (Eureka)



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TEXAS
State of ~~California~~

County of HARRIS

On 11/25/08 before me, MISTIE DAWN RACHAL, Notary Republic,
Date Here Insert Name and Title of Officer
personally appeared TERRY BERHART
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ TEXAS that the foregoing paragraph is true and correct.

Place Notary Seal Above

WITNESS my hand and official seal.

Signature Mistie Dawn Rachal
Signature of Notary Public

