

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- 0487 Page- 0198

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

THIS SECOND MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF PRODUCTION ("Modification"), is made as of May 13, 2009, between Great Nevada Petroleum, LLC, a Nevada limited liability company ("Grantor"), and Passport Management, LLC, a Delaware limited liability company (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, as modified by a Modification recorded on December 31, 2008 as Document No. 0213001 (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 as amended by Amendment No. 1 to Note and Warrant Purchase Agreement dated as of November 28, 2008 and as amended by that certain Amendment No. 2 to Note and Warrant Purchase Agreement dated as of January 7, 2009 (the "Purchase Agreement") by and among Terralliance Technologies, Inc., a Delaware corporation ("TTI"), those certain purchasers party thereto (the "Purchasers") and Beneficiary, as Collateral Agent.

C. TTI, Beneficiary and the Purchasers are amending and restating the Purchase Agreement.

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 Amended and Restated Purchase Agreement among TTI, Beneficiary and the Purchasers dated as of May 13, 2009 as the same may be renewed, extended, modified, supplemented or amended from time to time.

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

3. 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.

4. 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,
a Nevada limited liability company

By: HL 5/13/09
Name: Howard Selzer
Title: Manager

BENEFICIARY:

PASSPORT MANAGEMENT, LLC,
a Delaware limited liability company
as Collateral Agent

By: _____
Name: William Alberti
Title: General Counsel

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Signature Page to NEVADA Second Modification to Deed of Trust – GNP (Eureka)


GRANTOR:

GREAT NEVADA PETROLEUM, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

BENEFICIARY:

PASSPORT MANAGEMENT, LLC,
a Delaware limited liability company
as Collateral Agent

By: 
Name: William Alberti
Title: General Counsel



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Signature Page to NEVADA Second Modification to Deed of Trust - GNP (Eureka)

State of ~~California~~ Texas

County of HARRIS

On May 13, 2009 before me, Mistie Dawn Rachal, Notary Public

Date Here Insert Name and Title of Officer

personally appeared Howard Selzer

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



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State of California

County of San Francisco

On May 13, 2009 before me, Tiffany M.L. Chase, Notary Public,
Date Here Insert Name and Title of Officer

personally appeared William Alberti
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 Tiffany M.L. Chase
Signature of Notary Public



Place Notary Seal Above