



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

BP WEST COAST PRODUCTS LLC
4 Centerpointe Dr., LPR 4-243
La Palma, CA 90623-1066
Attn: Jean Smith
Facility: 81672
SCDB: 0031476
Location: 1338 Hwy 395 N.
Gardnerville, Nevada 89410

APN: 1220-04-601-024

#015504-RTO

Space Above For Recorder's Use Only

**First Amendment to Deed of Trust with Assignment of Rents,
Security Agreement, and Fixture Filing
(Renewal Loan)**

THIS FIRST AMENDMENT ("First Amendment") is dated as of 6-20, 2008, by and between LAMPE CORNERS, LTD., a Nevada limited liability company ("Borrower" or "Trustor"), and BP WEST COAST PRODUCTS, LLC, a Delaware limited liability company, as successor-in-interest to Atlantic Richfield Company, a Delaware corporation ("Lender" or "Beneficiary").

Recitals

A. Pursuant to that certain Loan Agreement (Gasoline) (the "Gas Loan Agreement") dated as of June 1, 1998, by and between Borrower and Atlantic Richfield Company, a Delaware corporation ("Original Lender"), Original Lender made a loan to Borrower ("Gas Loan") in the original principal amount of Three Hundred Sixty One Thousand and NO/100 Dollars (\$361,000.00). The Gas Loan is evidenced by that certain Secured Promissory Note (Gasoline) (the "Gas Note") dated as of June 1, 1998, executed by Borrower to the order of Original Lender. The Gas Note is secured by that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing ("Original Deed of Trust") dated as of June 1, 1998, executed by Borrower in favor of Original Lender and recorded on July 20, 1998, as Instrument No. 0444790 in the Official Records of Douglas County, Nevada ("Official Records").

B. Pursuant to that certain Loan Agreement (am/pm Mini Market) (the "Store Loan Agreement") dated June 1, 1998, by and between Borrower and Original Lender, Original Lender made a loan to Borrower ("Store Loan") in the original principal amount of One Hundred Thirty Thousand and NO/100 Dollars (\$130,000.00). The Store Loan is evidenced by that certain Secured Promissory Note (am/pm Mini Market) (the "Store Note") dated as of June 1, 1998, executed by Borrower to the order of Original Lender. The Store Note is also secured by the Deed of Trust.

C. Pursuant to that certain Assignment of Deed of Trust (the "Assignment") dated as of December 31, 2001, and recorded on June 19, 2002 as Instrument No. 0545084 in the Official Records, Original Lender assigned to Lender all of its beneficial interest in and to the (i) Original Deed of Trust, (ii) the Gas Note and the Store Note, and (iii) the other Loan Documents as defined in the Assignment. The Assignment, together

This Document is signed in Counterpart

with the Original Deed of Trust, are collectively referred to herein as, the "Deed of Trust".

D. Substantially concurrently herewith, Borrower and Lender are amending the Gas Loan Documents (as defined in the Gas Loan Agreement), pursuant to that certain First Amendment to Loan Documents (Gasoline), by and between Borrower and Lender ("Gas Loan Amendment"). Among other things, the Gas Loan Amendment extends the maturity date of the Gas Note and increases the "Maximum Loan Amount" (as defined in the Gas Note) to One Hundred Seventy One Thousand One Hundred and NO/100 Dollars (\$171,100.00).

E. Substantially concurrently herewith, Borrower and Lender are amending the Store Loan Documents (as defined in the Store Loan Agreement), pursuant to that certain First Amendment to Loan Documents (am/pm Mini Market), by and between Borrower and Lender ("Store Loan Amendment"). Among other things, the Store Loan Amendment extends the maturity date of the Store Note and increases the "Maximum Loan Amount" (as defined in the Store Note) to Three Hundred Twenty Eight Thousand and NO/100 Dollars (\$328,000.00).

F. Borrower and Lender now desire to modify the Deed of Trust in light of the modifications set forth in the Gas Loan Amendment and Store Loan Amendment.

Agreement

NOW, THEREFORE, Borrower and Lender agree that the Deed of Trust is hereby modified as follows:

1. Obligations. The definition of Obligations set forth in the Deed of Trust is hereby amended and restated as follows so that the Deed of Trust shall hereafter secure the following:

"FOR THE PURPOSE OF SECURING the following (the "Obligations"):

(a) payment of the sum of One Hundred Seventy One Thousand One Hundred and NO/100 Dollars (\$171,100.00), with interest thereon, evidenced by that certain Secured Promissory Note (Gasoline) dated June 1, 1998, executed by Trustor to the order of Beneficiary ("Gas Note"), as amended by a first amendment thereto dated as of 6-20, 2008, as the same may be further amended, modified, extended and renewed from time to time;

(b) performance of Trustor's obligations to Beneficiary under that certain Loan Agreement (Gasoline) dated as of June 1, 1998, by and between Trustor and Beneficiary ("Gas Loan Agreement"), as amended by a first amendment thereto dated as of 6-20, 2008;

(c) payment of the sum of Three Hundred Twenty Eight Thousand and NO/100 Dollars (\$328,000.00), with interest thereon, evidenced by that certain Secured Promissory Note dated June 1, 1998, executed by Trustor to the order of Beneficiary ("Store Note"), as amended by a first amendment thereto dated as of 6-20, 2008, as the same may be further amended, modified, extended and renewed from time to time;

(d) performance of Trustor's obligations to Beneficiary under that certain Loan Agreement (am/pm Mini Market) dated as of June 1, 1998, by and between Trustor and Beneficiary ("Store Loan Agreement"),



as amended by a first amendment thereto dated as of 6-20-2008,
2008;

(e) performance of each agreement of Trustor under that certain Fictitious Deed of Trust (With Assignment of Rents, Security Agreement and Fixture Filing) recorded in the office of the county recorder of the county where said Real Property is located as noted below ("Fictitious Deed of Trust"), as amended hereby; and

(f) payment and performance of the Obligations recited in the Fictitious Deed of Trust (as amended hereby)."

2. Miscellaneous. Except as modified by this First Amendment, the Deed of Trust shall remain unmodified and in full force and effect. This First Amendment may be executed in counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

"Borrower":

LAMPE CORNERS, LTD.,
a Nevada limited liability company

By: Walter Niemeyer
Name: Walter Niemeyer
Title: Managing Partner

By: Gregory W. Painter
Name: Gregory W. Painter
Title: Managing Member

By: Roger A. Falcke
Name: Roger A. Falcke
Title: Managing Member

"Lender":

BP WEST COAST PRODUCTS LLC,
a Delaware limited liability company

By: _____
Jeff M. Cary
Vice President



IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

"Borrower":

LAMPE CORNERS, LTD.,
a Nevada limited liability company

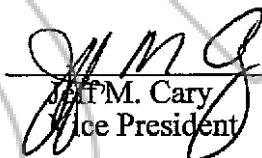
By: _____
Name: Walter Niemeyer
Title: _____

By: _____
Name: Gregory W. Painter
Title: _____

By: _____
Name: Roger A. Falcke
Title: _____

"Lender":

BP WEST COAST PRODUCTS LLC,
a Delaware limited liability company

By:  _____
Jeff M. Cary
Vice President

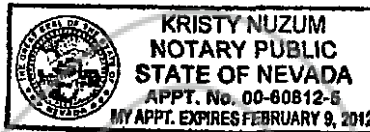


ACKNOWLEDGMENT

STATE OF NEVADA) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on this 7 day of Aug 2008, by
Walter Niemeyer, a managing member

[Signature]
NOTARY PUBLIC

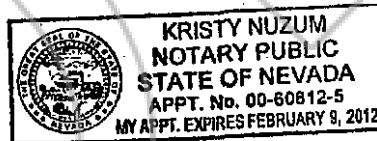


ACKNOWLEDGMENT

STATE OF NEVADA) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on this 7 day of Aug 2008, by
Gregory W. Painter, a managing member

[Signature]
NOTARY PUBLIC

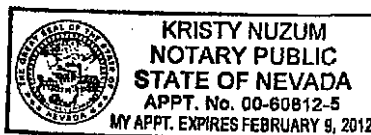


ACKNOWLEDGMENT

STATE OF NEVADA) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on this 12 day of Aug 2008, by
Roger A. Falcke, a managing member

[Signature]
NOTARY PUBLIC



STATE OF ~~CALIFORNIA~~ ^{Nevada})
) ss.
COUNTY OF Clark)

On 8/07/08, 2008, before me, Kristy Nuzum
Notary Public, personally appeared Walter Niemeyer, a managing partner
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(ies) 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.

Kristy Nuzum



41192734.1



STATE OF ~~CALIFORNIA~~ ^{Nevada})
) ss.
COUNTY OF Douglas)

On 8/07/08, 2008, before me, Kristy Nuzum
Notary Public, personally appeared Gregory W. Painter, a managing member
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(ies) 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.
Kristy Nuzum



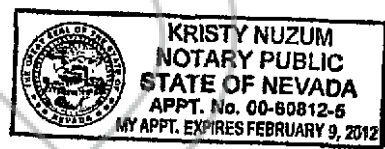
41192734.1

STATE OF ~~CALIFORNIA~~ Nevada)
) ss.
COUNTY OF Douglas)

On 8/12/08, 2008, before me, Kristy Nuzum
Notary Public, personally appeared Roger A. Falche, a managing member
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(ies) 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.
Kristy Nuzum



41192734.1

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On Sept. 23, 2008, before me, DONNA K. YORAC
Notary Public, personally appeared JEFF-M. CARU,
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x)
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(x), or the entity(ies) upon behalf of which the
person(x) 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.

Donna K. Yorac



41192734.1

