

FIRST AMERICAN TITLE COMPANY

ESCROW NO 691628

Accommodation

Parcel Number: 1320-32-501-09

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
WFB-Denver Loan Center
1700 Lincoln Street, Third Floor
MAC C7300-033
Denver, Colorado 80203

DOUGLAS COUNTY, NV

2014-852583

Rec:\$20.00

\$20.00

Pgs=7

11/12/2014 08:59 AM

FIRST AMERICAN TITLE NCS - SACRAMENTO

KAREN ELLISON, RECORDER

FIRST MODIFICATION OF DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING (LEASEHOLD ESTATE)

THIS MODIFICATION (this "Modification") is entered into as of November 7, 2014, by and between WESTERN ENERGETIX, LLC, a Nevada limited liability company ("Trustor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent for the lenders under that certain Credit Agreement (as hereinafter defined) ("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Leasehold Estate) dated as of July 25, 2011, executed by Trustor to American Securities Company of Nevada, as Trustee, in favor of Beneficiary, and recorded on February 14, 2012, as Document No. 797298, of the Official Records of Douglas County, Nevada ("Deed of Trust").

B. The obligations secured by the Deed of Trust have been modified, and Trustor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.1 of the Deed of Trust is hereby amended by deleting the section in its entirety and substituting the following therefor:

"2.1 Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and collectively, the "Secured Obligations"):

(a) payment and performance of all obligations that Trustor may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when any such obligation is evidenced by a writing which recites that it is secured by this Deed of Trust, including, without limitation, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that certain Amended and Restated Credit Agreement dated as of

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September 23, 2014, executed by Trustor, Flyers Energy, LLC, a California limited liability company, Western Energetix Terminals, LLC, a Nevada limited liability company, Nella Properties, LLC, a California limited liability company, Flyers Transportation, LLC, a California limited liability company, and Caminol Management, LLC, a California limited liability company, as borrowers, for the benefit of Beneficiary (as amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"); and

(b) payment and performance of all obligations of Trustor under this Deed of Trust, together with all advances, payments or other expenditures made by Beneficiary or Trustee as or for the payment or performance of any such obligations of Trustor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Deed of Trust recites are secured hereby; and

(d) payment to Beneficiary of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Beneficiary in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes."

2. Section 2.3 of the Deed of Trust is hereby amended by replacing each instance of the word "Notes" therein with the words "Credit Agreement."

3. Section 2.4 of the Deed of Trust is hereby deleted in its entirety and the following substituted therefor:

"2.4 Future Advances. All parties acknowledge and agree that there may be future advances under the Credit Agreement or any other Secured Obligation, and that absent a Default under the Secured Obligations, such advances are obligatory advances, subject to the terms of the Credit Agreement or such Secured Obligation, and that the repayment of such future advances shall be secured by the lien of this Deed of Trust and have the same priority as the funds initially advanced under the Credit Agreement or any other such Secured Obligation."

4. Section 5.1 of the Deed of Trust is hereby amended by replacing each instance of the word "Notes" therein with the words "Credit Agreement."

5. Section 6.4 of the Deed of Trust is hereby amended by deleting the section in its entirety and substituting the following therefor:

"6.4 Notices, Request for Notice. All notices, requests and demands which Trustor or Beneficiary is required or may desire to give to the other party must be in writing, delivered to Beneficiary at the following address:

Wells Fargo Bank, National Association
400 Capital Mall, 7th Floor
Sacramento, CA 95814
Attention of: Jennifer Boland
Telephone No.: (916) 558-4034
Email: Jennifer.L.Boland@wellsfargo.com

and to Trustor at its address set forth at the signature lines below, or at such other address as either party shall designate by written notice to the other party in accordance with the provisions hereof. Any Trustor whose address is set forth below hereby requests that a copy of any notice of default and notice of sale be mailed to such Trustor at that address. Failure to insert an address shall constitute a designation of Trustor's last known address as the address for any such notice. Trustee's address is American Securities Company a corporation c/o Wells Fargo Bank, National Association, 400 Capitol Mall, 7th Floor, Sacramento, CA 95814."

6. Section 6.5 of the Deed of Trust is hereby amended by replacing each instance of the word "Notes" therein with the words "Credit Agreement."

7. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

8. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

[Signatures Continue on Next Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: Randy Bhugal
Name: Randy Bhugal
Title: VP/Portfolio Manager

TRUSTOR:

WESTERN ENERGETIX, LLC

By: Walt A. Dwelle
Name: Walt A. Dwelle
Title: Manager

OBTAIN NOTARY ACKNOWLEDGMENTS

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ACKNOWLEDGMENT

State of California)
)
County of SACRAMENTO)

On NOVEMBER 3, 2014, before me, MICHAEL LETSON, Notary Public

personally appeared RANDY BRUNSON,
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  (Seal)



IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: Randy Bhungal
Title: VP/Portfolio Manager

TRUSTOR:

WESTERN ENERGETIX, LLC

By: W. Dwelle
Name: Walt A. Dwelle
Title: Manager

OBTAIN NOTARY ACKNOWLEDGMENTS

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Placer

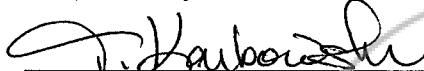
On November 05, 2014 before me, T. Karbowski, Notary Public
(Here insert name and title of the officer)

personally appeared Walt A. Dwelle

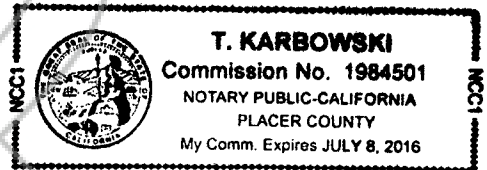
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s),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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Wells Fargo - Modification to Deed of Trust
(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages 1 Document Date 08-28-14

WET, LLC - 1571 Hwy 395
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Manager