



200802190152

Skagit County Auditor

2/19/2008 Page 1 of 5 11:29AM

RECORDING REQUESTED BY
~~AND WHEN RECORDED MAIL TO:~~
THORP REED & ARMSTRONG, LLP
One Oxford Centre, 14th Floor
301 Grant Street
Pittsburgh, Pennsylvania 15219-1425
Attention: Jeffrey J. Conn, Esquire

**SECOND MODIFICATION TO
SECOND LIEN DEED OF TRUST, FIXTURE FILING,
SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS**

MADE BY

SEDRO-WOLLEY HOLDINGS CORPORATION, a Washington corporation,
having an address at c/o SPI Petroleum LLC, 1120 NW 63rd Street, Suite 300, Oklahoma City,
Oklahoma 73116 (the "Grantor"),

TO

**MT. VERNON ABSTRACT & TITLE CO., INC., D/B/A LAND TITLE CO. OF
SKAGIT COUNTY**, a Washington corporation, whose address is 111 East George Hopper Road,
PO Box 445, Burlington, Washington 98233, as Trustee (the "Trustee"),

FOR THE BENEFIT OF

PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as hereinafter
defined) (in such capacity, the "Beneficiary"), having an address at c/o PNC Business Credit, 2100
Ross Avenue, Suite 1850, Dallas, Texas 75201, the 23 day of January 2008 (the "Second
Modification").

WITNESSETH:

200704020231

WHEREAS, the Grantor, the other Borrowers party thereto (collectively, the "Borrowers"),
the Lenders, the Beneficiary and the co-documentation agents party thereto have previously
entered into that certain Revolving Credit and Security Agreement, dated September 18, 2006, as
amended by that certain (i) First Amendment, dated as of October 26, 2006, (ii) Second
Amendment to Revolving Credit and Security Agreement, dated May 1, 2007, and (iii) Third
Amendment to Revolving Credit and Security Agreement, dated October 17, 2007 (as amended,
the "Loan Agreement"), pursuant to which the Lenders have severally agreed to make certain
Advances (as defined in the Loan Agreement) and other extensions of credit to the Borrowers
(including the Grantor) in the maximum aggregate principal amount of Two Hundred Thirty-Five
Million and 00/100 Dollars (\$235,000,000.00) or such higher amount as a result of Section 2.24 of
the Loan Agreement (the "Credit Facility"); and

NCS-292658-003 FATC 10/1

WHEREAS, as security for obligations of the Grantor under the Loan Agreement, the Grantor executed and delivered to the Trustee for the benefit of the Beneficiary that certain Second Lien Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents, dated September 18, 2006, and recorded in the office of the Recorder of Deeds of Skagit County, Washington at recording number 200704020231, as amended by that certain First Modification to Second Lien Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents, dated April 30, 2007, and recorded in the office of the Recorder of Deeds of Skagit County, Washington on June 7, 2007, at recording number 200706070054 (as may be further amended, modified or supplemented from time to time, the "Security Instrument"); and

WHEREAS, the Grantor, the other Borrowers party thereto, the Lenders, the Beneficiary and the co-documentation agents have agreed to amend the Loan Agreement pursuant to that certain Fourth Amendment to Revolving Credit and Security Agreement, by and among the Grantor, the other Borrowers party thereto, the Lenders, the Beneficiary and the co-documentation agents, dated December 4, 2007 (the "Fourth Amendment"), pursuant to which, among other things, the Grantor, the other Borrowers party thereto, the Lenders, the Beneficiary and the co-documentation agents have agreed to increase the Maximum Revolving Advance Amount (as defined in the Loan Agreement); and

WHEREAS, the undersigned desires to modify the Security Instrument pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, with intent to be legally bound, and in consideration of the credit facilities and accommodations from the Lenders to the Grantor and the other Borrowers as set forth in the Fourth Amendment and this Second Modification, the parties hereby agree and covenant as follows:

1. The foregoing recitals are hereby incorporated herein and made a part hereof.
2. The Obligations (as defined in the Loan Agreement) of the Grantor secured by the Security Instrument include, among other things, the Obligations (as defined in the Loan Agreement) as amended by the Fourth Amendment, including, the increase of the Credit Facility to the Borrowers (including the Grantor) to Three Hundred Thirty-Five Million and 00/100 Dollars (\$335,000,000.00).
3. Except as expressly set forth in this Second Modification, all terms, conditions and covenants of the Security Instrument are incorporated by reference herein and remain in full force and effect and shall secure repayment of all amounts owed by the Grantor to the Beneficiary pursuant to the Loan Agreement as amended by the Fourth Amendment, the Security Instrument and the other Other Documents (as defined in the Loan Agreement), as amended. The undersigned hereby restates, ratifies, adopts and reaffirms all of the rest and remainder of the terms and provisions of the Security Instrument, and the same are incorporated herein by reference as originally written, except as the same may be modified and amended herein and hereby. Nothing contained herein shall be deemed to satisfy or release the Security Instrument, the Loan Agreement or the Other Documents, as amended. This Second Modification constitutes an amendment only of the Security Instrument and shall not be deemed to constitute a



novation thereof or of the indebtedness secured thereby. The Grantor acknowledges and affirms that the Security Instrument, the Loan Agreement and the Other Documents, as amended, and the liens and security interests created therein and thereby, have remained and do continue to remain in full force and effect, as amended.

[INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Grantor has executed this Second Modification on the date first written above.

WITNESS:

SEDRO-WOOLLEY HOLDINGS CORPORATION

By: *Michel Salbaing*
Name: Michel Salbaing
Title: Treasurer

ACKNOWLEDGMENT

STATE OF State of Connecticut)
County of Fairfield)
COUNTY OF _____)

SS: *Riverside*

On this, the 23 day of January 2008, before me, a Notary Public, personally appeared Michel Salbaing who acknowledged himself to be the Treasurer of SEDRO-WOOLLEY HOLDINGS CORPORATION, a Washington corporation (the "Company"), and that he/she, as such officer of the Company, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

K. Reed
Notary Public

My Commission Expires: *11/30/08*

KENNETH REED
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/30/2008

AFTER RECORDING, RETURN TO:

First American Title Insurance
30 N. LaSalle Street ~ Suite 310
Chicago, Illinois 60602
Attn: Laura Mulligan

State of Connecticut
County of Fairfield


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Skagit County Auditor

EXHIBIT A

LEGAL DESCRIPTION

Lots 2 through 8, inclusive, Block 13, "West Addition to the Town of Woolley, Skagit County, Wash.", as per plat recorded in Volume 2 of Plats, Page 89, records of Skagit County, Washington.



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