



0134547

Recorded at the Request of and
Return Documents To:

Bill W. Russell
P.O. Box 4848
Victoria, TX 77903

Mail Tax Statements To:

Thomas Petroleum, LLC
9701 US Highway 59 No.
Victoria, TX 77905

APN: 003-055-01

WARRANTY DEED
(NV-O-23)

Haycock Petroleum Company, formerly known as Haycock Distributing Company, Inc., a Nevada corporation ("Grantor") hereby CONVEYS AND WARRANTS to Thomas Petroleum, LLC, a Texas limited liability company ("Grantee") for the sum of Ten and No/100 Dollars and other good and valuable consideration, all of its right, title, and interest in and to the following described tract of land located at 25 Spring Street, Caliente, Lincoln County, State of Nevada, which tract of land is more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with all of the Grantor's right, title and interest in and to (a) all buildings, structures, fixtures and other improvements, located upon the Land, (b) all easements, tenements, hereditaments, privileges and appurtenances in any way belonging to the Land or the improvements located on the Land, (c) any land lying in the bed of any highway, street, road, avenue or access way, open or proposed, in front of or abutting or adjoining any of the Land or the improvements located on the Land, (d) the use of all strips and rights of way, if any, abutting, adjacent, contiguous to or adjoining any of the Land or the improvements located on the Land, and (e) all other rights and appurtenances belonging or in any way pertaining thereto including, without limitation, all water, wastewater and other utility rights and capacities (collectively, the "Property").

A portion of the consideration hereinabove recited has been paid to Grantor in cash by Wells Fargo Bank, National Association, in its capacity as Administrative Agent for a group of lenders (hereinafter collectively called the "Mortgagee") pursuant to that certain Credit Agreement dated July 18, 2007, by and among Mortgagee, Grantee and others (the "Credit Agreement"). The indebtedness evidenced by the Credit Agreement is secured by a vendor's lien against the Property retained in favor of Mortgagee in this deed. The consideration is paid to Grantor at the special instance and request and on behalf of Grantee, and upon the express promise of Grantee to pay to the Mortgagee the notes and other obligations described in the Credit Agreement. The vendor's lien against and superior title to the Property are retained until each note described in the Credit Agreement is paid according to its terms, at which time this deed will become absolute.

TO HAVE AND TO HOLD the Property unto the Grantee and Grantee's successors and assigns forever. And Grantor does hereby covenant to Grantee that it is the owner in fee simple of the Property and that the Property is free from all encumbrances, except for those exceptions described on Exhibit "B" attached hereto and made a part hereof (the "Permitted Exceptions")



and Grantor's conveyance of said Property is, and Grantee takes said Property, subject to the aforementioned Permitted Exceptions. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Permitted Exceptions.

WITNESS the hand of said Grantor, this 30th day of Sept, 2009.

HAYCOCK PETROLEUM COMPANY
Formerly known as Haycock Distributing Company,
Inc.

By: [Signature]
Stephen L. Moore, President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of Sept., 2009, by Stephen L. Moore in his capacity as the President of Haycock Petroleum Company, a Nevada corporation, on behalf of said corporation.

[Signature]
Notary Public

551473.1
1049582v2

Notary Public
RUTH GARNER
36 South State St #1400
Salt Lake City, UT 84111
My Commission Expires
October 20, 2009
State of Utah



EXHIBIT A

Legal description of Property

The land referred to herein is situated in the State of Nevada, County of Lincoln, described as follows:

That portion of the Northeast Quarter of the Northwest Quarter of Section 8, Township 4 South, Range 67 East, M.D.M., described as follows:

Beginning at a point in the westerly right-of-way line of the Union Pacific Railroad Company's branch of the Salt Lake Division leading from Caliente, Lincoln County, Nevada, to Pioche, Lincoln County, Nevada, which bears South 46° 38' West 45.55 feet and South 21° 00' West 64.2 feet from Engineers Station 24 plus 95.8 of track #53 of the above mentioned line; thence along the Westerly boundary line of the lands of Alice Culverwell Dixon South 21° West 115.8 feet, South 60.00 feet to a 2"X2" stake at the Southwest corner of said lands, which stake is on the Easterly line of the Spring Street produced and 35 feet North of the Northwest corner of the most Northerly of a row of lots containing Union Pacific Railroad Company Employees Cottages; turning thence at right angles, parallel to and 35.0 feet distant from the fence marking the Northerly boundary of said mentioned lot, East 147.3 feet to a point from which a 2"X2" stake bears North 0.26 feet; thence continuing on the same course, East 39.2 feet to a point in the above mentioned right of way line, from which point Engineers Station 19 plus 88.9 on Tract No. 51 bears East 97.4 feet; thence along the above mentioned Westerly right of way line, parallel to and 100 feet distant from the center line of Tract Nos. 63 and 53, a distance of 222 feet more or less, to the place of beginning.

Note: The above metes and bounds description appeared previously in that certain document recorded May 7, 1992 in Book 101, Page 167 as Instrument No. 098400 of Official Record, Lincoln County, Nevada.



Exhibit B

Permitted Exceptions

1. Standby fees, taxes, and assessments by any taxing authority for the year 2009 and subsequent years, but only to the extent the same are not yet due and payable.
2. The terms, exceptions, reservations and easements contained in a Deed recorded January 30, 1981 in Book 42, Page 245, as Instrument No. 71334 of the Official Public Records.
3. Mineral rights, reservations, easements and exclusions in the patent from the United States of America recorded June 7, 1901, in Book F, Page 14 of Miscellaneous Records.



State of Nevada
Declaration of Value

Recording requested by
BILL W. RUSSELL

FOR RE	Lincoln County - NV
Document#	Leslie Boucher - Recorder
Book: _____	Page 1 of 1 Fee: \$17.00
Date of Rec	Recorded By: AE RPTT: \$1,170.00
Notes: _____	Book- 252 Page- 0041

1. Assessor Parcel Number(s)
a) 003-055-01
b) _____
c) _____
d) _____

2. Type of Property:
a) Vacant Land b) Single Fam. Res.
c) Condo/Twnhse d) 2-4 Plex
e) Apt. Bldg. f) Comm'l/Ind'l
g) Agricultural h) Mobile Home
i) Other _____

3. Total Value/Sales Price of Property: \$ 300,000.00
Deed in Lieu of Foreclosure Only (value of property) \$ _____
Transfer Tax Value per NRS 375.010, Section 2: \$ 300,000.00
Real Property Transfer Tax Due: \$ 1,170.00

4. If Exemption Claimed:
a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: PRESIDENT
Signature: _____ Capacity: CEO

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Haycock Petroleum Company
Address: P. O. Box 340
City: Las Vegas
State: Nevada Zip: 89125-0340

Print Name: Thomas Petroleum, LLC
Address: 9701 US Highway 59 No.
City: Victoria
State: Texas Zip: 77905

COMPANY REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Thomas Petroleum, LLC Escrow # N/A
Address: 9701 US Highway 59 No.
City: Victoria State: Texas Zip: 77905

*includes equipment (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)