


20050511000227010 1/10 \$38.00
Shelby Cnty Judge of Probate, AL
05/11/2005 01:20:18PM FILED/CERT

After recording return to:
✓ Guarantee Title Company, L.L.C.
759 Downtowner Loop West
Mobile, Al. 36609

Prepared by, recording requested by,
~~and when recorded, please return to:~~
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attn: Cynthia Parker

[Shelby County, AL]

ASSIGNMENT OF MORTGAGE, NOTICE OF RESIGNATION OF ADMINISTRATIVE
AGENT, AND NOTICE OF APPOINTMENT OF SUBSTITUTE ADMINISTRATIVE
AGENT

by and among

WILLIAMSON OIL CO., INC., Mortgagor

LEHMAN COMMERCIAL PAPER INC., as Administrative Agent

and

SUNTRUST BANK, as prior Administrative Agent,

DATED AS OF APRIL 28, 2005

ASSIGNMENT OF MORTGAGE, NOTICE OF RESIGNATION OF ADMINISTRATIVE AGENT, AND NOTICE OF APPOINTMENT OF SUBSTITUTE ADMINISTRATIVE AGENT (this "Assignment") dated as of April 28 2005, by and among WILLIAMSON OIL CO., INC., an Alabama corporation ("Mortgagor"), LEHMAN COMMERCIAL PAPER INC., a Delaware corporation, as substitute Administrative Agent ("Assignee"), and solely for the purposes of Section 1, SUNTRUST BANK, as prior Agent ("Assignor"); and capitalized terms used in this Assignment shall have the same meanings as in the Mortgage (as defined below) or the Credit Agreement (as defined below) unless otherwise defined in this Assignment.

Preliminary Statement

A. MAPCO Family Centers, Inc. and certain other entities related thereto have entered into a Revolving Credit and Term Loan Agreement dated as of April 30, 2004 (as it may have been amended, supplemented, modified and extended from time to time or otherwise modified from time to time, the "Credit Agreement"), with Assignor, as agent, and each of the other lenders identified therein (Assignor, as agent, and such other lenders, as well as such other entities who have subsequently become lenders under the Credit Agreement prior to the date hereof, collectively, the "Assigning Lenders").

B. Pursuant to the Credit Agreement and subject to the terms and conditions as set forth therein, the Lenders have made various extensions of credit to the Borrower.

C. To induce the Lenders to enter into the Credit Agreement and to extend the credit facilities described in the Credit Agreement, Mortgagor executed and delivered to Assignor, as agent for itself and for the ratable benefit of the Assigning Lenders, that certain mortgage described on Exhibit A attached hereto (the "Mortgage"), which Mortgage encumbers the property more fully and particularly described in the Mortgage.

D. As of the date hereof, the Assigning Lenders have assigned to Assignee their rights and obligations under the Credit Agreement, including all of the loans and other extensions of credit made by them thereunder.

E. Immediately following the foregoing assignment, Assignor resigned as administrative agent under the Credit Agreement and was replaced by Assignee.

F. Immediately prior to giving effect to Assignor's resignation as administrative agent, Assignor desires to assign, and Assignee desires to receive, an assignment of, the Mortgage.

NOW, THEREFORE, Mortgagor, Assignor and Assignee agree and give notice as follows.

1. (a) Assignor hereby assigns, releases and quitclaims to Assignee, as substitute Administrative Agent, all of Assignor's right, title and interest, if any, as Administrative Agent, in and to the Mortgage. This assignment, release and quitclaim is made without representation or warranty of any kind.

(b) From and after the date hereof, Assignee, as Administrative Agent, shall have the sole right to exercise any and all rights and remedies as "beneficiary," "lender," "mortgagee", or other holder of the Mortgage. Without limiting the generality of the preceding sentence, Assignee shall have the sole and exclusive right and authority to do any of the following, all in accordance with and pursuant to the Credit Agreement and the Mortgage: (a) exercise the power of sale or foreclose under the Mortgage; (b) exercise any rights and remedies under the Mortgage; (c) agree to any modification, amendment, restatement or supplementation of the Mortgage; (d) assign or release the Mortgage; or (e) take or omit to take any other actions as holder of the Mortgage.

2. Mortgagor and Assignee expressly acknowledge and agree that, except as expressly set forth herein, this Assignment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Mortgage.

3. This Assignment may be executed by one or more of the parties to this Assignment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

5. Neither this Assignment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties hereto. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Alabama.



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3

IN WITNESS WHEREOF, this Assignment has been duly executed by
Mortgagor, Assignor, and Assignee as of the day and year first above written.

WILLIAMSON OIL CO., INC.

By:

Name:

Title:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent, Assignee

By:

Name:

Title:

Solely for the purpose of Section 1,
SunTrust Bank, as prior Agent, Assignor

By:

Name:

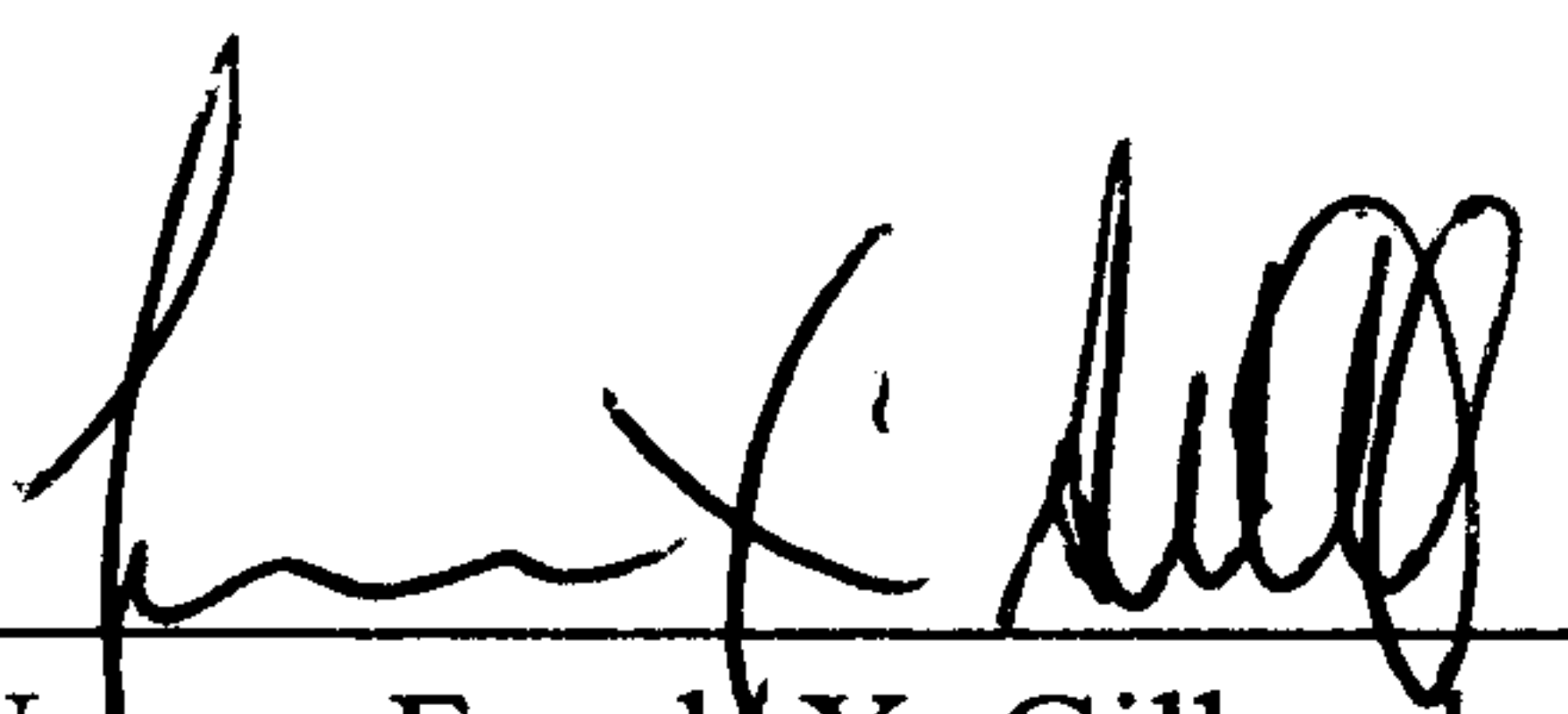
Title:

IN WITNESS WHEREOF, this Assignment has been duly executed by
Mortgagor, Assignor, and Assignee as of the day and year first above written.

WILLIAMSON OIL CO., INC.

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent, Assignee

By: 
Name: Frank X. Gilhool
Title:

Solely for the purpose of Section 1,
SunTrust Bank, as prior Administrative
Agent, Assignor

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment has been duly executed by
Mortgagor, Assignor, and Assignee as of the day and year first above written.

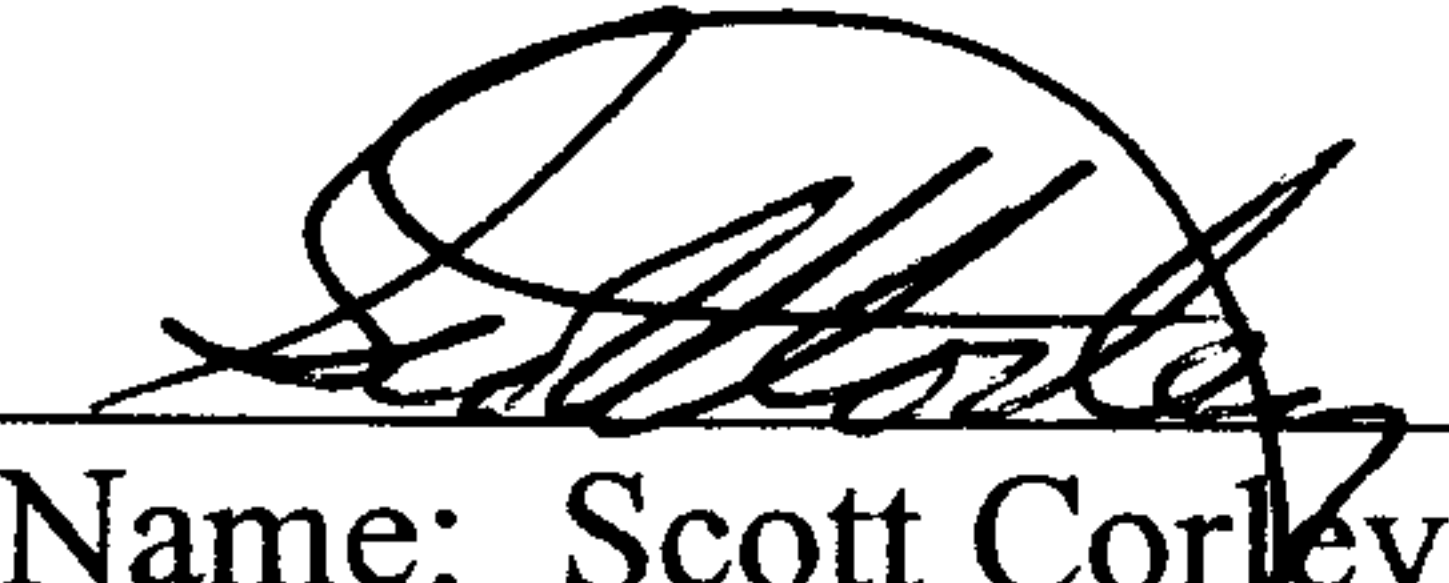
WILLIAMSON OIL CO., INC.

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent, Assignee

By: _____
Name:
Title:

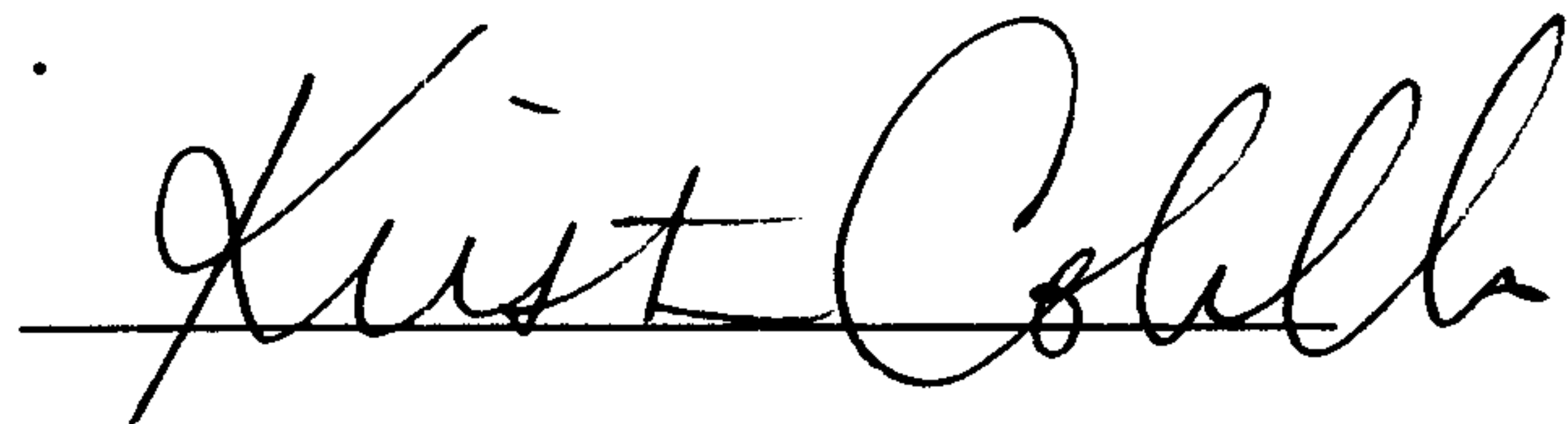
Solely for the purpose of Section 1,
SunTrust Bank, as prior Administrative
Agent, Assignor

By:  _____
Name: Scott Corley
Title: Managing Director

20050511000227010 7/10 \$38.00
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State of New York)
County of New York) ss.:

On the 28 day of April in the year 2005 before me, the undersigned, a notary public in and for said State, personally appeared Francise X. Gilhool personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

KRISTEN COLELLO
NOTARY PUBLIC, State of New York
No. 01C06115859
Qualified in New York County
Commission Expires Sept. 13, 2008

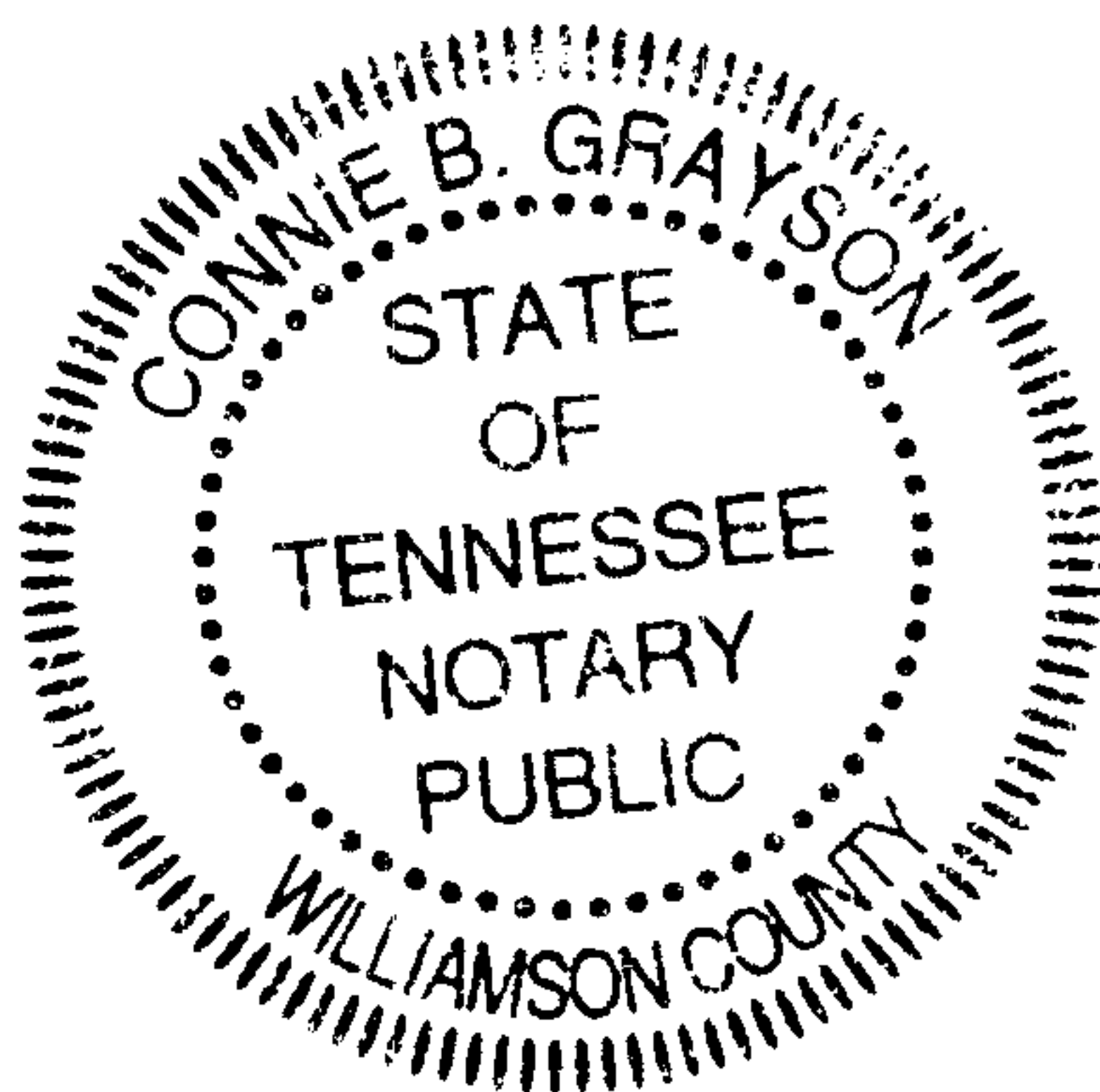
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UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Within _____)

State of TN
County of Williamson

On the 27 day of April in the year 2005 before me, the undersigned, personally appeared Uzi Goren personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Connie B. Gray
NOTARY PUBLIC



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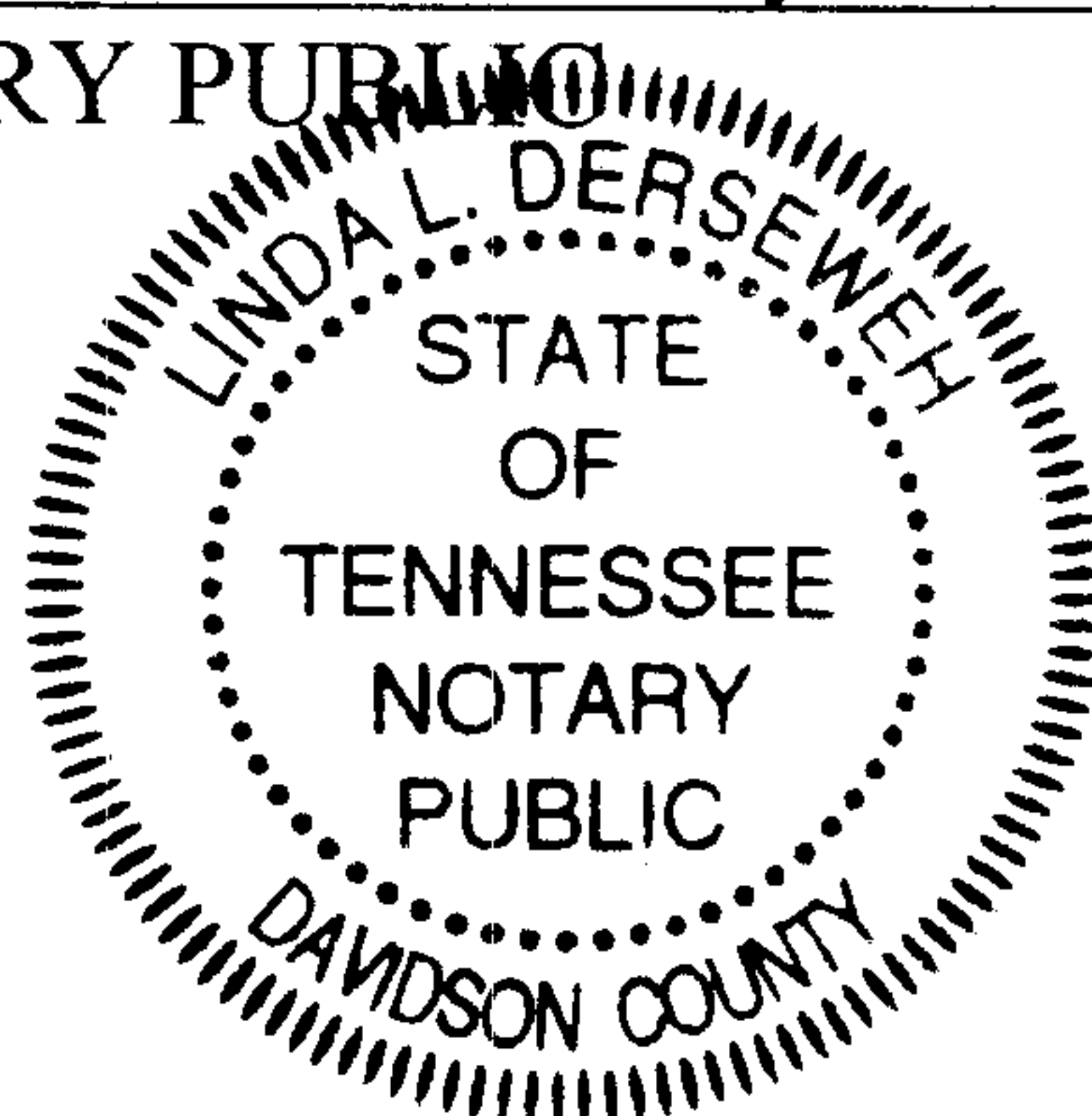
UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Within _____)

State of Tenn)
County of Davidson ss.:

On the 25th day of April in the year 2005 before me, the undersigned, personally appeared Scott Corley personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Linda L. Derseweh

NOTARY PUBLIC



MY COMMISSION EXPIRES:
January 24, 2009



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EXHIBIT A
EXISTING MORTGAGE

#5175

Mortgage, Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Williamson Oil Company, Inc., dated April 30, 2004, to Sun Trust Bank, recorded May 13, 2004 at Instrument No. 20040513000254130, in the Office of the Judge of Probate of Shelby County, Alabama.