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Prepared by and after recording please return to:

Cadwalader, Wickersham & Taft LLP  
One World Financial Center  
New York, New York 10281  
Attention: David A. Viklund, Esq.

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[Shelby County, Alabama]

AMENDMENT NO. 1 TO MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

between

WILLIAMSON OIL CO., INC., Mortgagor,

and

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent, Mortgagee

Dated as of December 15, 2005

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AMENDMENT NO. 1 TO AMENDED AND RESTATED MORTGAGE,  
SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND  
FIXTURE FILING

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (this "**Amendment**") is made as of the 15<sup>th</sup> day of December 2005 between WILLIAMSON OIL CO., INC., whose address is 830 Crescent Centre Drive, Suite 300, Franklin, Tennessee 37067 (the "**Mortgagor**"), and LEHMAN COMMERCIAL PAPER INC., as administrative agent under the Credit Agreement referred to below, whose address is 745 Seventh Avenue, New York, New York 10019 (in such capacity, the "**Mortgagee**").

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of April 28, 2005 (the "**Original Mortgage**"), recorded in the county and assigned the recording number listed on Schedule I hereto;

WHEREAS, the Mortgage was issued by Mortgagor as collateral to secure the obligations of Mortgagor, Mapco Express, Inc. ("**Mapco Express**") and Mapco Family Centers, Inc. ("**Mapco Family Centers**", which merged with and into Mapco Express), as borrowers (Mapco Express and Mapco Family Centers, collectively, "**Borrowers**"), under that certain Amended and Restated Credit Agreement, dated as of April 28, 2005 (the "Original Credit Agreement") by and among Borrowers, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Lehman Brothers Inc., as arranger, Suntrust Bank, as syndication agent, Bank Leumi USA, as co-administrative agent and Mortgagee, as administrative agent;

WHEREAS, pursuant to the terms of the Credit Agreement, Lenders agreed to make certain term and revolving credit loans in a maximum principal amount outstanding at any time of up to \$205,000,000;

WHEREAS, the Original Credit Agreement was amended by First Amendment to Amended and Restated Credit Agreement dated as of August 18, 2005 among each of the parties to the Original Credit Agreement (the "First Amendment");




WHEREAS, the Original Credit Agreement, as amended by the First Amendment, was further amended by the parties to the Original Credit Agreement by Second Amendment to Amended and Restated Credit Agreement dated as of October 11, 2005 (the "Second Amendment");

WHEREAS, the parties to the Original Credit Agreement have agreed to further amend the Original Credit Agreement, as amended by the First Amendment and the Second Amendment, by Third Amendment to Amended and Restated Credit Agreement dated as of December 15, 2005 (the Original Credit Agreement, as so amended by the First Amendment, the Second Amendment and the Third Amendment, collectively, the "Credit Agreement") pursuant to which, *inter alia*, the maximum principal amount of the loans outstanding at any time made pursuant to the Credit Agreement has been increased from \$205,000,000 to \$285,000,000, which amount will be advanced from time to time in accordance with the terms and conditions set forth in the Credit Agreement;

WHEREAS, in connection with the amendments described in the foregoing recitals, Mortgagor and Mortgagee have agreed to modify the Original Mortgage;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Original Mortgage as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Mortgage. All references in the Original Mortgage and in this Amendment to (i) the "Mortgage" shall mean the Original Mortgage as amended by this Amendment and (ii) the "Credit Agreement" shall mean the Original Credit Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment thereto, as the same may be amended, supplemented or otherwise modified from time to time.
2. Maximum Principal Amount Secured. The Mortgage secures a maximum principal amount of \$285,000,000 plus accrued unpaid interest and costs.
3. Intentionally Omitted.
4. No Further Modification. Except as modified hereby, the terms and conditions of the Original Mortgage remain unchanged and in full force and effect and are hereby ratified and confirmed. The Mortgagor hereby confirms that it has no defenses or offsets with respect to its obligations under the Mortgage, as modified hereby.

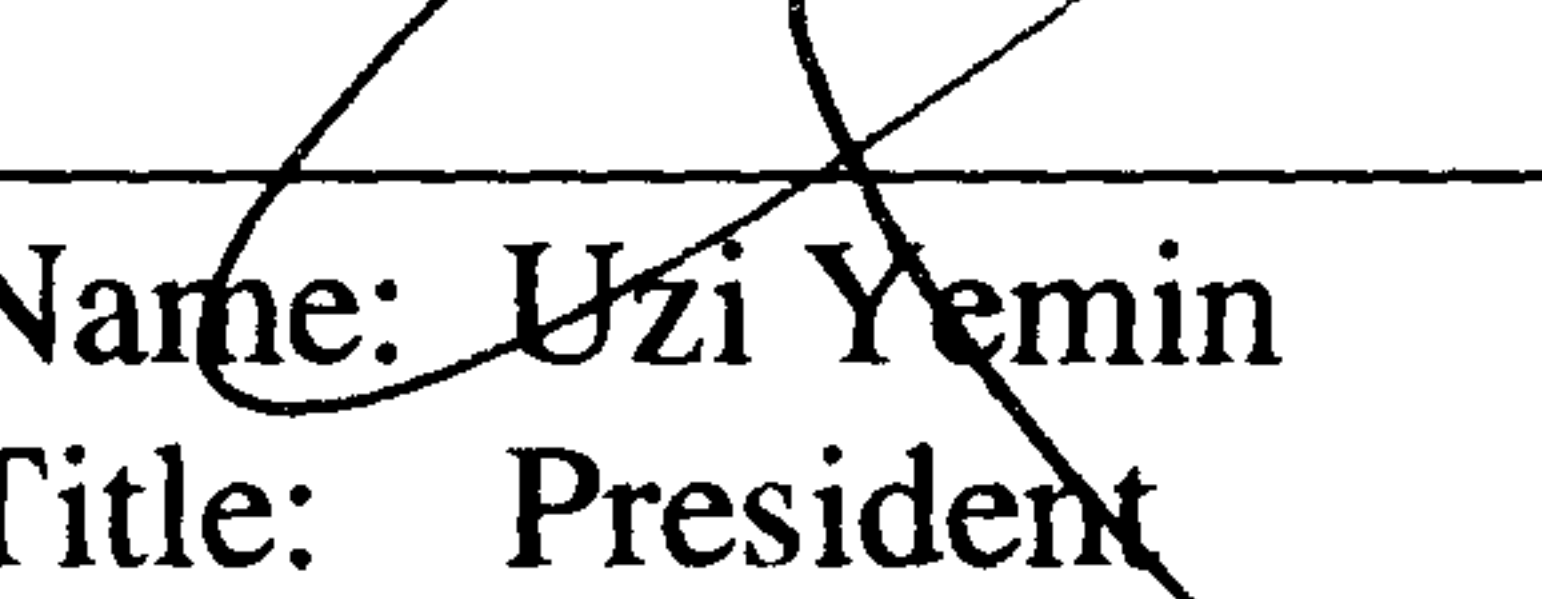
  
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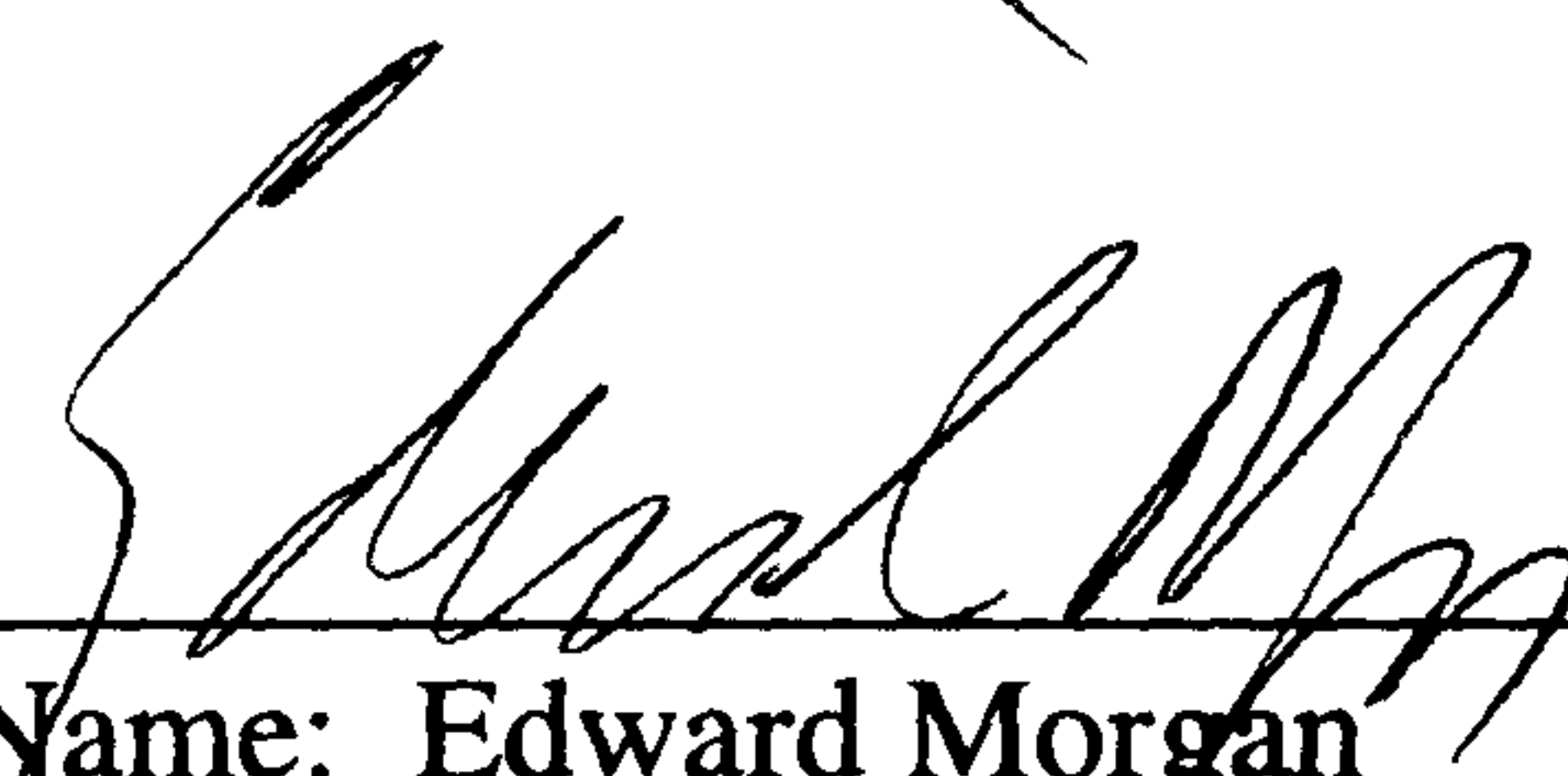
5. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same instrument.

[END OF DOCUMENT – SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, this instrument has been executed by the parties  
hereto as of the day first set forth above.

**WILLIAMSON OIL CO., INC.**

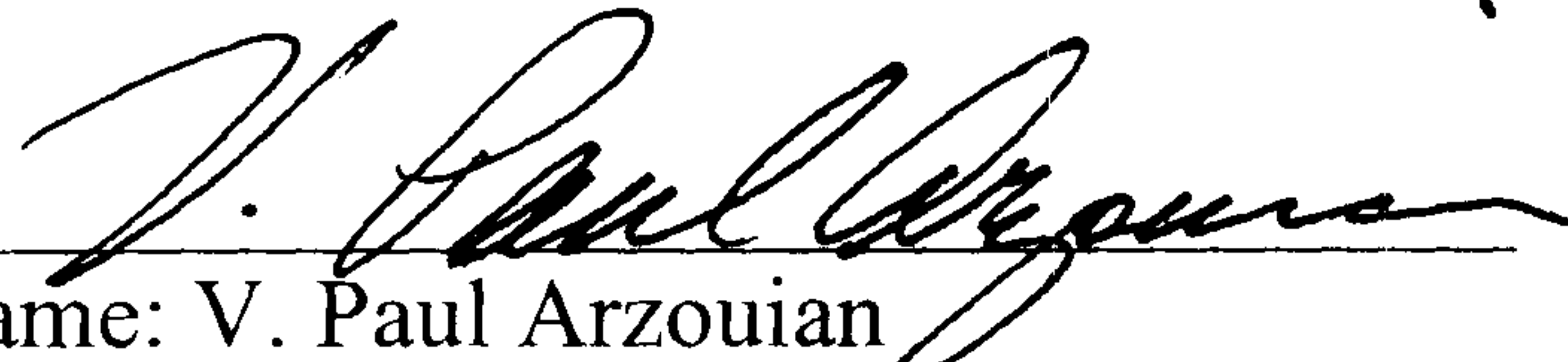
By:   
Name: Uzi Yemin  
Title: President

By:   
Name: Edward Morgan  
Title: Vice President



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LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

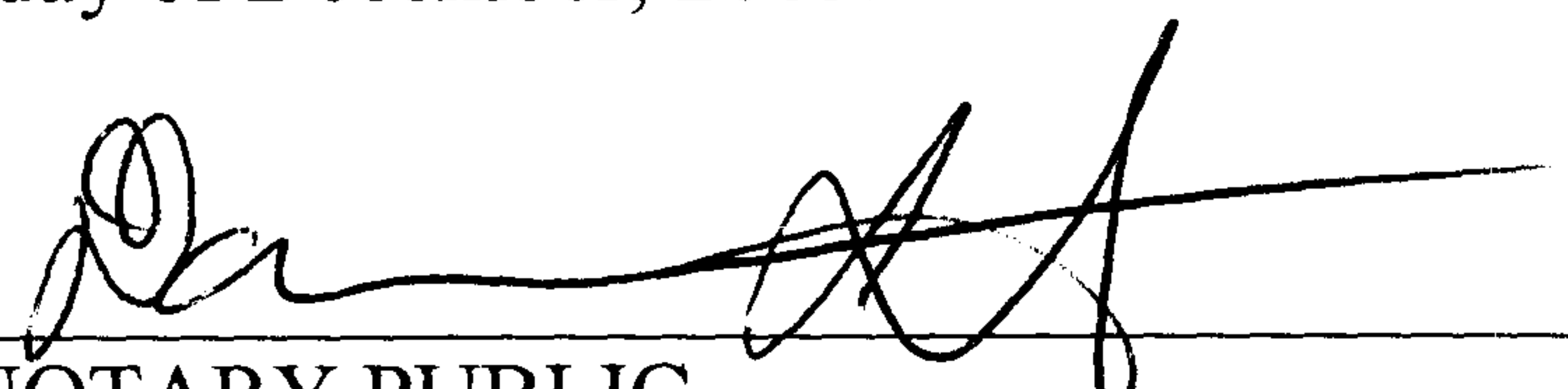
By:   
Name: V. Paul Arzouian  
Title: Authorized Signatory

STATE OF NEW YORK  
COUNTY OF NEW YORK

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I, Damien M. Stein, a Notary Public in and for said county and state, hereby certify that  
V. Paul Arzouian, whose name as authorized signatory of LEHMAN COMMERCIAL PAPER  
INC., a corporation, is signed to the foregoing instrument, and who is known to me,  
acknowledged before me on this day that, being informed of the contents of the instrument, he or  
she, as such officer and with full authority, executed the same voluntarily for and as the act of  
said corporation.

Given under my hand this 15<sup>th</sup> day of December, 2005.

  
NOTARY PUBLIC  
My Commission Expires: March 3, 2007

**Damien M. Stein**  
**Notary Public, State of New York**  
**No. 02ST6088103**  
**Qualified in Queens County**  
**Commission Expires March 3, 2007**

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STATE OF TN  
COUNTY OF Williamson

I, Connie Grayson, a Notary Public in and for said county and state, hereby certify that

Uzi Yemin, whose name as President of WILLIAMSON OIL CO., INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 15th day of December, 2005.

Connie B. Grayson  
NOTARY PUBLIC  
My Commission Expires: Sept. 15, 2008





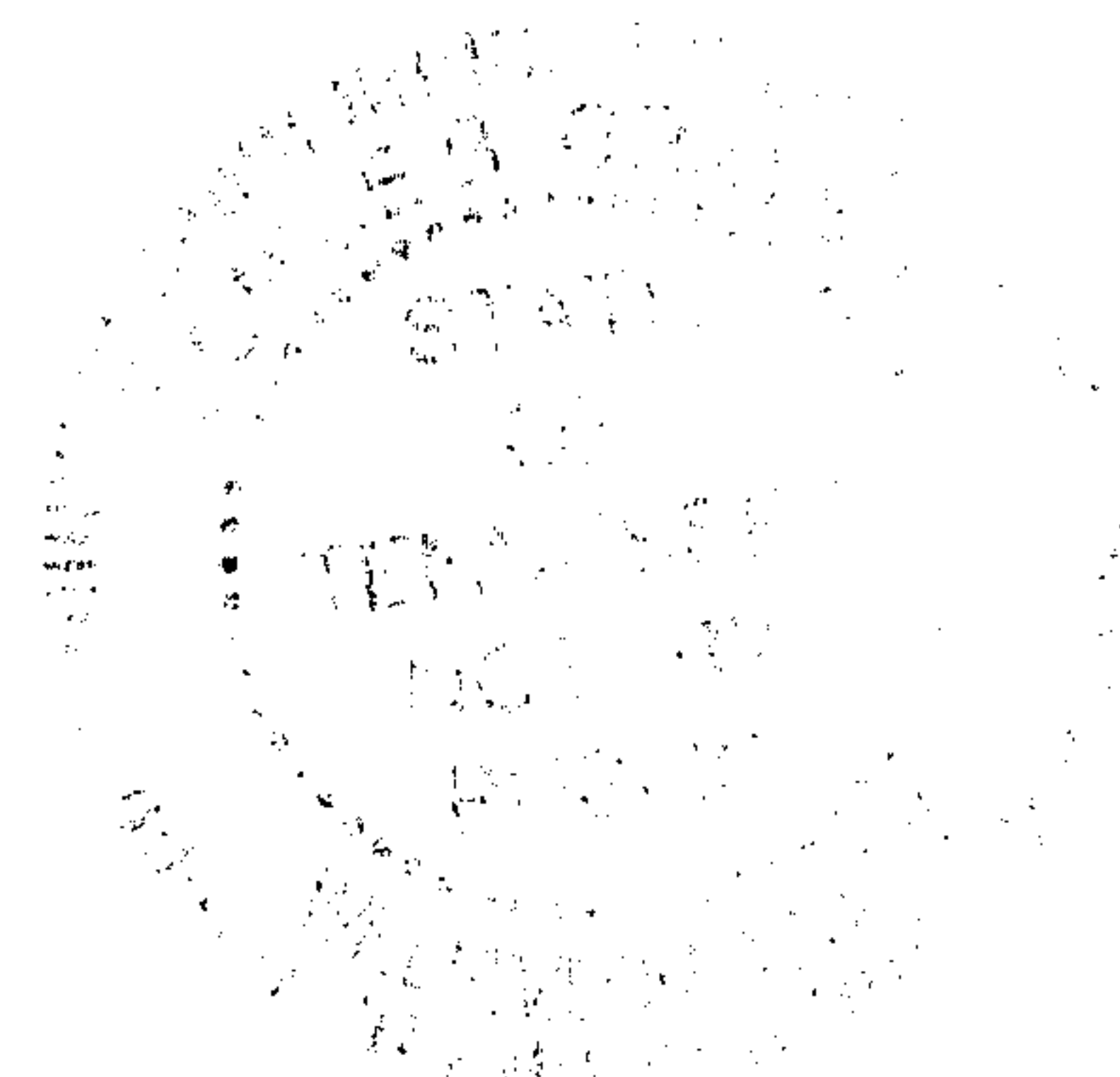
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STATE OF TN  
COUNTY OF Williamson

I, Connie Grayson, a Notary Public in and for said county and state, hereby certify that Edward Morgan, whose name as Vice President of WILLIAMSON OIL CO., INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 8<sup>th</sup> day of December, 2005.

Connie B. Grayson  
NOTARY PUBLIC  
My Commission Expires: Sept. 15, 2008



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Schedule I

Amended and Restated Mortgage, Security Agreement, Assignment of  
Leases and Rents, and Fixture Filing dated as of April 28, 2005, recorded on  
5/11/2005 as Document No. 20050511000227000 in Shelby County, Alabama.