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Shelby Cnty Judge of Probate, AL
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THIS INSTRUMENT WAS PREPARED BY:

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STATE OF ALABAMA
SHELBY COUNTY

FIRST AMENDMENT TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(COLLATERAL INCLUDES FIXTURES)

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AND FIXTURE FILING is made this 21st day of November, 2008, by and among SUBURBAN GAS PROPANE PARTNERS, LLC, a Maryland limited liability company (herein referred to as the "Mortgagor"), and BANK OF AMERICA, N. A., a national banking association (herein referred to as the "Lender").

Explanatory Statement

A. The Mortgagor previously executed and delivered in favor of the Lender a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 3, 2007 (the "Mortgage"), with the Mortgage being recorded as Instrument Number 20071204000547890, in the Probate Office of Shelby County, Alabama, and with the Mortgage securing, among other things, the Mortgagor's obligations to, among other things, repay the "Credit Facilities" described in the Mortgage, which the Lender is providing to Mortgagor and Mortgagor's affiliates, THOMPSON'S GAS & ELECTRIC SERVICE, INC., a Maryland corporation ("TG&E"), TGENERGY, INC., a Maryland corporation ("TGEI"), THOMPSON DISTRIBUTION, INC., a Maryland corporation ("TDI"), THOMPSON DISTRIBUTION PARTNERS, LLC, a Maryland limited liability company ("TDP"), REGIONS PROPANE—ALABAMA, L.L.C., an Alabama limited liability company ("RPA"), THOMPSON GAS PROPANE PARTNERS, LLC, a Delaware limited liability company ("TGPP") and THOMPSON GAS PROPANE HOLDINGS, LLC, a Delaware Series limited liability company ("TGPH") (with Mortgagor, TG&E, TGEI, TDI, TDP, RPA, TGPP and TGPH being hereinafter collectively referred to as the "Borrowers"). The Mortgage also referenced RAMEY'S INC. AND NICHOLS APPLIANCE CENTER, INC., as additional "Borrowers", but subsequent to the execution of the Mortgage, such entities were dissolved and liquidated and no longer constitute "Borrowers" under the Credit Facilities.

B. The aforesaid Credit Facilities currently consist of (i) a term loan to Mortgagor in the original principal amount of \$6,500,000.00 (the "Term Loan"), which is evidenced by a certain Promissory Note dated June 30, 2006, by Mortgagor in favor of the Lender in the original principal amount of \$6,500,000.00 (as the same may be from time to time extended, amended, restated,



supplemented or otherwise modified, the "Term Note"); (ii) a certain revolving line of credit facility being provided by the Lender to the Borrowers for working capital in the current maximum principal amount permitted outstanding at any one time of \$7,000,000.00 (herein referred to as the "WC Revolving Credit Facility"), with principal amounts outstanding thereunder currently being evidenced by a certain Substituted Promissory Note (Working Capital Revolving Credit Facility) dated October 24, 2007, by the Borrowers (other than TGPH) in favor of the Lender, in the face amount of \$7,000,000.00 (the "Existing WC Revolving Credit Note"); (iii) a certain revolving line of credit facility for equipment being provided by the Lender to the Borrowers currently in the maximum principal amount permitted outstanding at any one time of \$16,000,000.00 (herein referred to as the "Equipment Revolving Credit Facility"), with principal amounts outstanding thereunder currently being evidenced by a certain Promissory Note (Equipment Revolving Credit Facility) dated February 21, 2007, by the Borrowers (other than TGPH) in favor of the Lender, in the face amount of \$16,000,000.00 (the "Existing Equipment Revolving Credit Note"); and (iv) a certain term loan facility being provided by the Lender to the Borrowers in the current maximum principal amount of \$6,000,000.00 for financing the Borrowers' purchase of various propane dealer and distribution centers (herein referred to as the "Dealer Acquisition Loan"), with principal amounts outstanding thereunder currently being evidenced by a certain Promissory Note (Dealer Acquisition Loan) dated October 24, 2007, by the Borrowers (other than TGPH) in favor of the Lender, in the face amount of \$6,000,000.00 (the "Existing Dealer Acquisition Note").

C. Pursuant to the terms of a certain Assumption Agreement dated December 3, 2007, TGPH jointly and severally assumed the obligations of the Borrowers under the Existing WC Revolving Credit Note, the Existing Equipment Revolving Credit Note, the Existing Dealer Acquisition Note and the other Financing Documents described therein, and became a co-obligor and co-borrower with respect thereto, together with the other Borrowers.

D. The Borrowers have requested that the Lender increase the current maximum principal amount permitted outstanding under the WC Revolving Credit Facility from \$7,000,000.00 to \$7,800,000.00, which the Lender has agreed to do, with principal amounts outstanding under the WC Revolving Credit Facility, as increased as described above, to be evidenced by a certain Second Substituted Promissory Note (Working Capital Revolving Credit Facility) of even date herewith, by the Borrowers in favor of the Lender, in the face amount of \$7,800,000.00 (as the same may be from time to time extended, amended, restated, supplemented or otherwise modified, the "WC Revolving Credit Note"), said WC Revolving Credit Note constituting an amendment and restatement of the Existing WC Revolving Credit Note in its entirety.

E. The Borrowers have also requested that the Lender increase the current maximum principal amount permitted outstanding under the Equipment Revolving Credit Facility from \$16,000,000.00 to \$17,500,000.00, which the Lender has agreed to do with principal amounts outstanding under the Equipment Revolving Credit Facility, as increased as described above, to be evidenced by a certain Substituted Promissory Note (Equipment Revolving Credit Facility) of even date herewith, by the Borrowers in favor of the Lender, in the face amount of \$17,500,000.00 (as the same may be from time to time extended, amended, restated, supplemented or otherwise modified, the "Equipment Revolving Credit Note"), said Equipment Revolving Credit Note constituting an amendment and restatement of the Existing Equipment Revolving Credit Note in its entirety.

F. The Lender has agreed to the aforesaid requests by the Borrowers on the condition, among others, that the maximum principal amount of the Dealer Acquisition Loan be reduced from \$6,000,000.00 to \$3,656,900.00, with principal amounts outstanding under the Dealer Acquisition Loan, as decreased as described above, to be evidenced by a certain Substituted Promissory Note (Dealer Acquisition Loan) of even date herewith, by the Borrowers in favor of the Lender, in the face amount of \$3,656,900.00 (as the same may be from time to time extended, amended, restated, supplemented or otherwise modified, the "Dealer Acquisition Note"), said Dealer Acquisition Note constituting an amendment and restatement of the Existing Dealer Acquisition Note in its entirety.

G. Hereinafter, the term "Notes" shall mean the Term Note, the WC Revolving Credit Note, the Equipment Revolving Credit Note and the Dealer Acquisition Note, as described above.

H. As an additional condition to the Lender's agreeing to aforesaid requests, the Lender has required that, among other things, this Amendment be entered into between the parties hereto in order to, among other things, confirm as a matter of record that the Mortgage, as hereby amended, secures and/or continues to secure, as applicable, the payment and performance of the obligations owing under the Credit Facilities and the Financing Documents described in the Mortgage, including, without limitation, the Borrowers' obligations under the Notes, as amended and restated as described above.

NOW, THEREFORE, THIS AMENDMENT, WITNESSETH: That for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Explanatory Statement set forth above is incorporated herein by this reference and the same constitute an accurate account of the facts recited therein and the intention of the parties. Any capitalized terms used herein which are not otherwise defined herein shall have the same meanings as set forth in the Mortgage.

2. The Mortgage is hereby generally amended by substituting the following definitions of the following defined terms set forth in the Mortgage, in place of the previous definitions set forth therein. From and after the date of this Amendment, the following terms shall have the following meanings in the Mortgage:

(a) The term "Notes" shall collectively mean the Term Note, the WC Revolving Credit Note, the Equipment Revolving Credit Note and the Dealer Acquisition Note, as described in the Explanatory Statement above.

(b) The term "Financing Agreement" means the Amended and Restated Financing and Security Agreement dated October 24, 2007, by and among the Borrowers and the Lender, as amended by the First Amendment to Amended and Restated Financing and Security Agreement dated November 21, 2008, by and among the Borrowers and the Lender, as the same may from time to time be further extended, amended, restated, supplemented or otherwise modified. The Financing Agreement sets forth, among other things, the terms and conditions upon which the proceeds of the Credit Facilities will be disbursed.

(c) The term "Borrowers" shall collectively mean the Mortgagor and THOMPSON'S

GAS & ELECTRIC SERVICE, INC., a Maryland corporation, TGENERGY, INC., a Maryland corporation, THOMPSON DISTRIBUTION, INC., a Maryland corporation, THOMPSON DISTRIBUTION PARTNERS, LLC, a Maryland limited liability company, REGIONS PROPANE—ALABAMA, L.L.C., an Alabama limited liability company, THOMPSONGAS PROPANE PARTNERS, LLC, a Delaware limited liability company, and THOMPSONGAS PROPANE HOLDINGS, LLC, a Delaware Series limited liability company, and their respective successors and permitted assigns.

3. THE PARTIES HERETO DO HEREBY ACKNOWLEDGE THAT THE MORTGAGE, AS AMENDED AND MODIFIED BY THIS AMENDMENT, SHALL CONTINUE TO SECURE PRINCIPAL INDEBTEDNESS EVIDENCED UNDER THE NOTES IN THE MAXIMUM AMOUNT OF ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00), NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE MORTGAGE.

4. Except to the extent amended and modified herein, in which case the terms of this Amendment shall prevail, the parties hereto ratify and confirm the terms and provisions of the Mortgage, as being binding and effective as to the parties hereto, as if the same were expressly set forth herein verbatim.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal, as a specialty, on the day and year first above written.

MORTGAGOR:

WITNESS:

Cristal March

SUBURBAN GAS PROPANE PARTNERS, LLC,
A Maryland Limited Liability Company

By: J. Randall Thompson (SEAL)
J. Randall Thompson, President

LENDER:

WITNESS:

Cristal March

BANK OF AMERICA, N.A.

By: Michael D. Brannan (SEAL)
Michael D. Brannan
Senior Vice President

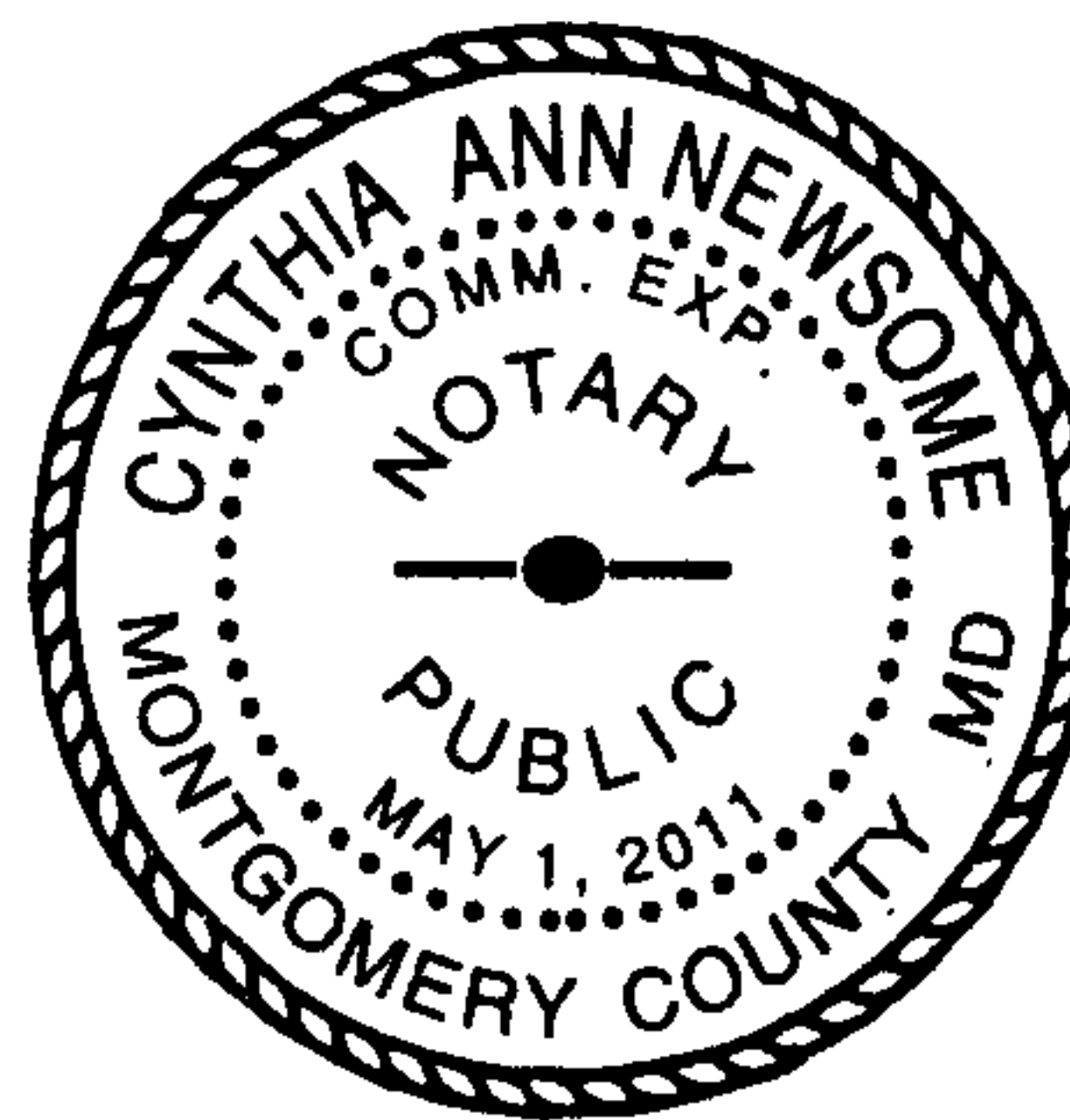
STATE OF Maryland, CITY/COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY, that on this 21st day of November, 2008, before me, the undersigned Notary Public of said State, personally appeared J. Randall Thompson, who acknowledged himself to be the President of Suburban Gas Propane Partners, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized President of said limited liability company by signing the name of the company by himself as President.

WITNESS my hand and Notarial Seal.

Cynthia Ann Newsome
 Notary Public Cynthia Ann Newsome

My Commission Expires: May 1, 2011



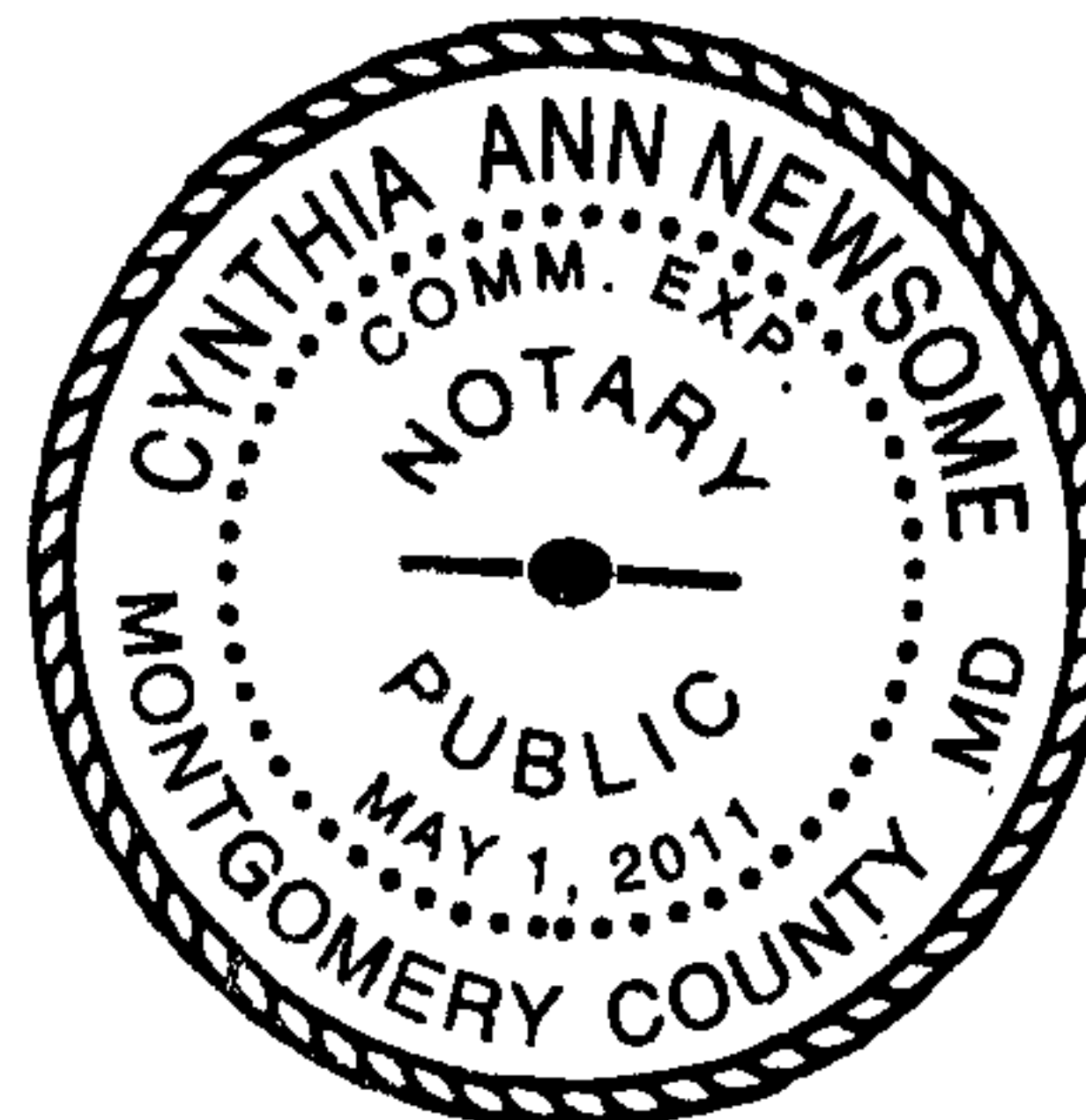
STATE OF Maryland, COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY that on this 21st day of November, 2008, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Michael D. Brannan, a Senior Vice President of Bank of America, N.A., and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes herein contained, as a duly authorized officer of said bank.

WITNESS my hand and Notarial Seal.

Cynthia Ann Newsome
 NOTARY PUBLIC Cynthia Ann Newsome

My Commission Expires:
May 1, 2011



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