

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Katten Muchin Rosenman LLP  
525 West Monroe Street  
Chicago, IL 60661-3693  
Attn: Chuoh B. Ngeh, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**AMENDMENT NO. 2 TO AMENDED AND RESTATED  
MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS,  
AND FIXTURE FILING**

THIS AMENDMENT NO. 2 TO AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (this "**Amendment**") is made as of the 23rd day of December, 2010 between MAPCO EXPRESS, INC., successor by merger with Williamson Oil Co., whose address is 7102 Commerce Way, Brentwood, Tennessee 37027 (the "**Mortgagor**"), and FIFTH THIRD BANK in its capacity as administrative agent for the Lenders under the Credit Agreement referred to below, whose address is 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263 (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, as amended by that certain Amendment No. 1 to Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of December 15, 2005 (as further amended, restated, supplemented or otherwise modified from time to time through, but not including, the date hereof, the "**Mortgage**"), recorded in the county and assigned the recording numbers listed on Schedule I hereto, which Mortgage encumbers the Mortgagor's leasehold interest and/or fee interest in the land legally described on Exhibit A attached hereto, in addition to various other real and personal property pledged to the Mortgagee as more fully described in the Mortgage;

**WHEREAS**, the Mortgage was issued by Mortgagor as collateral to secure the obligations of Mortgagor under that certain Amended and Restated Credit Agreement, dated as of April 28, 2005 by and among Mortgagor, as a Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the "**Lenders**"), and Mortgagee, as Administrative Agent, which was amended and restated in its entirety pursuant to that certain Second Amended and Restated Credit Agreement, dated as of December 10, 2009 (as the same has been further amended, restated, supplemented or otherwise modified from time to time through, but not including, the date hereof, the "**Original Credit Agreement**");



**WHEREAS**, the parties to the Original Credit Agreement have entered into that certain First Amendment to Second Amended and Restated Credit Agreement dated as of December 23, 2010 (the "**First Amendment**") pursuant to which the Original Credit Agreement has been amended in certain respects (the Original Credit Agreement as amended by the First Amendment and as further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"); and

**WHEREAS**, in connection with the First Amendment, Mortgagor and Mortgagee have agreed to modify the 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 as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. Amendment to Mortgage. Effective as of the date hereof, the Mortgage is hereby amended as follows:

a. The cover page of the Mortgage is amended by deleting the amount "\$285,000,000" therefrom and substituting the following in lieu thereof: "\$275,000,000".

b. Recital G of the Mortgage is amended in its entirety to read as follows:

"G. Pursuant to the Credit Agreement, the Lenders have severally agreed to make and continue loans and other extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein, such extensions of credit include, without limitation, Revolving Credit Loans (in the aggregate maximum principal amount of up to \$275,000,000 and being due and payable in full in accordance with the terms of the Credit Agreement), a Swing Line Loan and Letters of Credit."

c. All references in the Mortgage to Section 2.10(c) of the Credit Agreement shall be of no further force and effect. From and after the date hereof, the Mortgagor shall be permitted to retain any and all insurance proceeds and/or condemnation awards and proceeds that Mortgagor receives as a result of any destruction, damage or condemnation of the Mortgaged Property.

3. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Mortgage. All references in the Mortgage and in this Amendment to (i) the "Mortgage" shall mean the Mortgage as amended by this Amendment and (ii) the "Credit Agreement" shall mean the Original Credit Agreement, as amended by the First Amendment and as further amended, supplemented or otherwise modified from time to time.

4. No Further Modification. Except as modified hereby, the terms and conditions of the 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.



5. No Release. The indebtedness, liabilities and other obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien created or evidenced thereby and all such liens and the priority thereof shall relate back to the recordation date for the Mortgage as referenced herein. This Amendment is not intended and shall not be deemed or construed to in any way affect the enforceability or priority of the Mortgage or constitute a novation, termination or replacement of all or any part of the indebtedness, liabilities or other obligations secured thereby.

6. No Novation. The parties hereto hereby acknowledge that the Mortgage was originally delivered under the Original Credit Agreement in order to secure the "Obligations" as defined therein and that the Original Credit Agreement is being amended pursuant to the First Amendment, with the effect that such "Obligations" under the Original Credit Agreement are converted to Obligations as defined in the Credit Agreement without constituting a novation of such "Obligations" under the Original Credit Agreement. As such, the parties hereto hereby agree that the liens granted to Mortgagee pursuant to the Mortgage as in effect immediately prior to the effectiveness of the First Amendment remain in full force and effect as security for the Obligations as defined in the Credit Agreement and hereby are ratified and reaffirmed by Mortgagor (and Mortgagor hereby agrees that its grant of security interests in the Mortgaged Property pursuant to the Mortgage constitutes a grant of security interests as of the date hereof as well as a reaffirmation and continuation of the existing liens granted to Mortgagee under the Mortgage as in effect prior to the effectiveness of the First Amendment, which liens remain in full force and effect on and after the date hereof and after the execution of the First Amendment). The execution and delivery of this Amendment and any amendment to the Mortgage in connection with the entering into of the First Amendment, and the performance of the Mortgagor's obligations hereunder, shall not constitute a termination or novation of any of the liens granted pursuant to the Mortgage as in effect prior to the effectiveness of the First Amendment, such liens continuing in full force and effect uninterrupted from the effective date of the Mortgage as security for the "Obligations" as defined in the Original Credit Agreement and the Obligations as defined in the Credit Agreement. Such liens remain and continue to be granted, created, attached, perfected and enforceable by and against Mortgagor, and shall constitute first priority perfected security interests of the Mortgagee, for the benefit of Mortgagee and the Lenders.

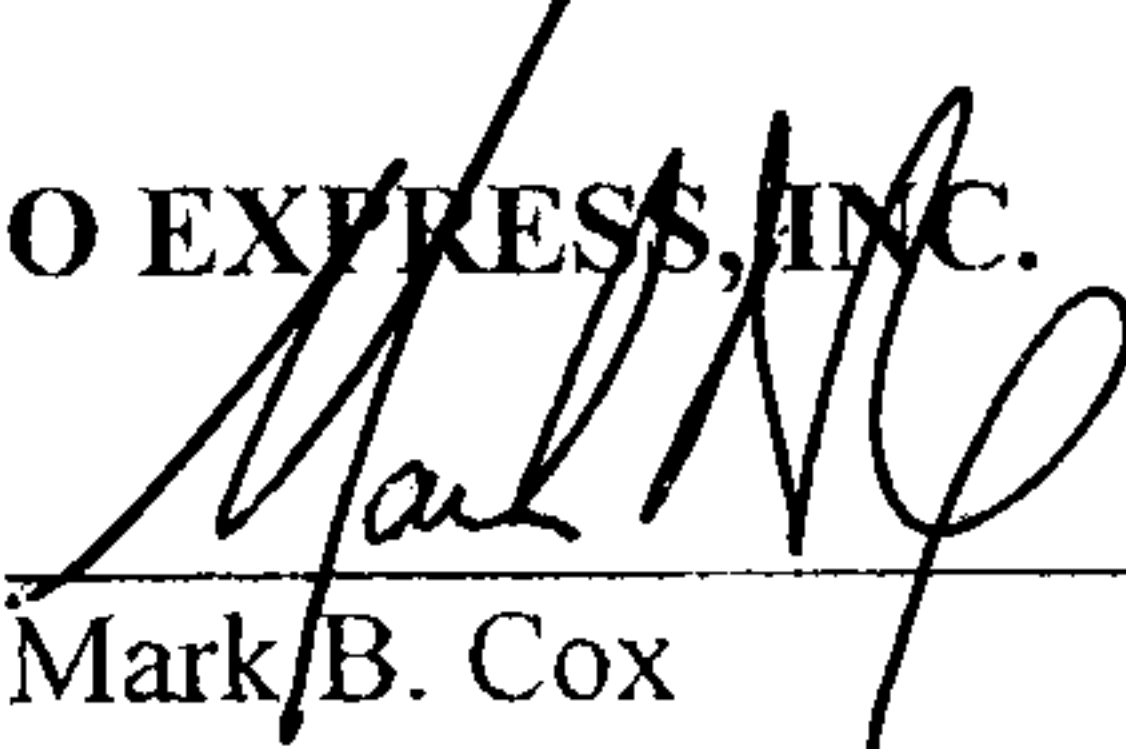
7. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same instrument.

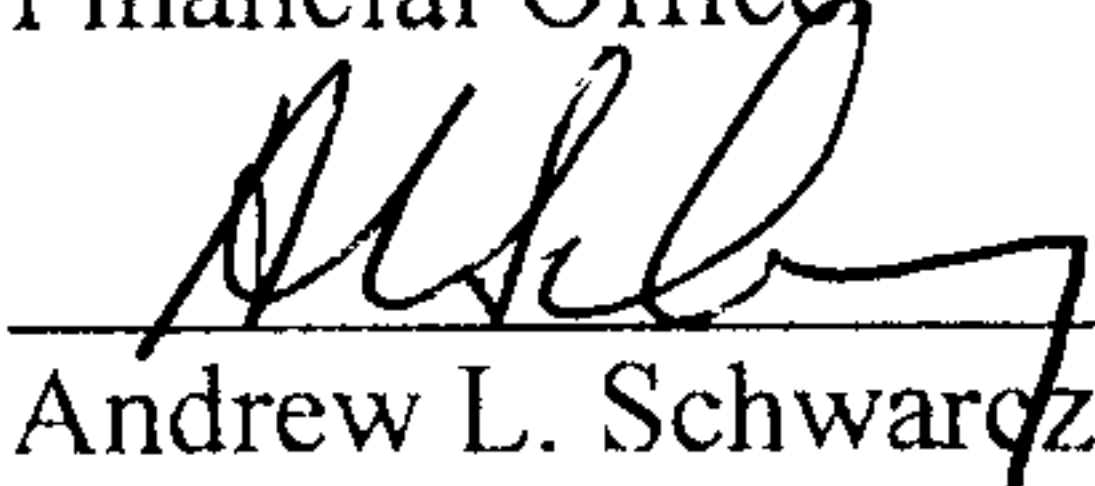
8. Governing Law. This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State in which the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their respective terms the Loan Documents shall be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflict of law, and for purposes of consistency, Mortgagor agrees that in any in personam proceeding related to this Amendment the rights of the parties to this Amendment shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that State, without regard to principles of conflict of law.

**[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.**

**MAPCO EXPRESS, INC.**

By:   
Name: Mark B. Cox  
Its: Executive Vice President and Chief  
Financial Officer

By:   
Name: Andrew L. Schwarz  
Its: Vice President

**FIFTH THIRD BANK, an Ohio banking  
corporation, as Administrative Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**MAPCO EXPRESS, INC.**

By: \_\_\_\_\_  
Name: Mark B. Cox  
Its: Executive Vice President and Chief  
Financial Officer

By: \_\_\_\_\_  
Name: Andrew L. Schwarcz  
Its: Vice President

**FIFTH THIRD BANK, an Ohio banking  
corporation, as Administrative Agent**

By: Kirk A. Johnson  
Name: Kirk A. Johnson  
Its: Vice President



STATE OF TENNESSEE

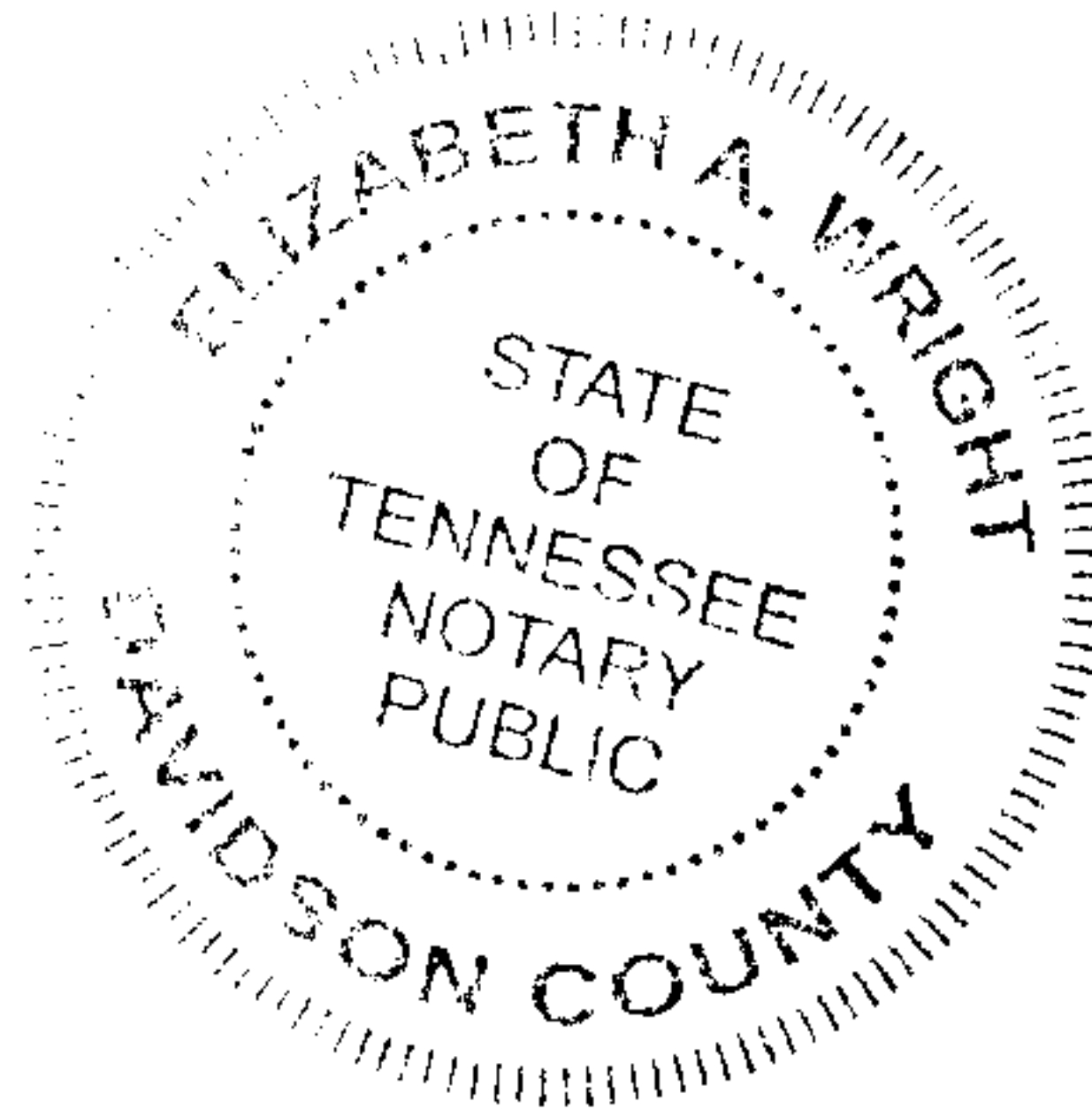
COUNTY OF DAVIDSON

20110405000105190 6/14 \$52.00  
Shelby Cnty Judge of Probate, AL  
04/05/2011 12:25:44 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark B. Cox, whose name as Executive Vice President and Chief Financial Officer of MAPCO EXPRESS, INC., a Delaware corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Mark B. Cox as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 23 day of December, 2010.

Notary Public



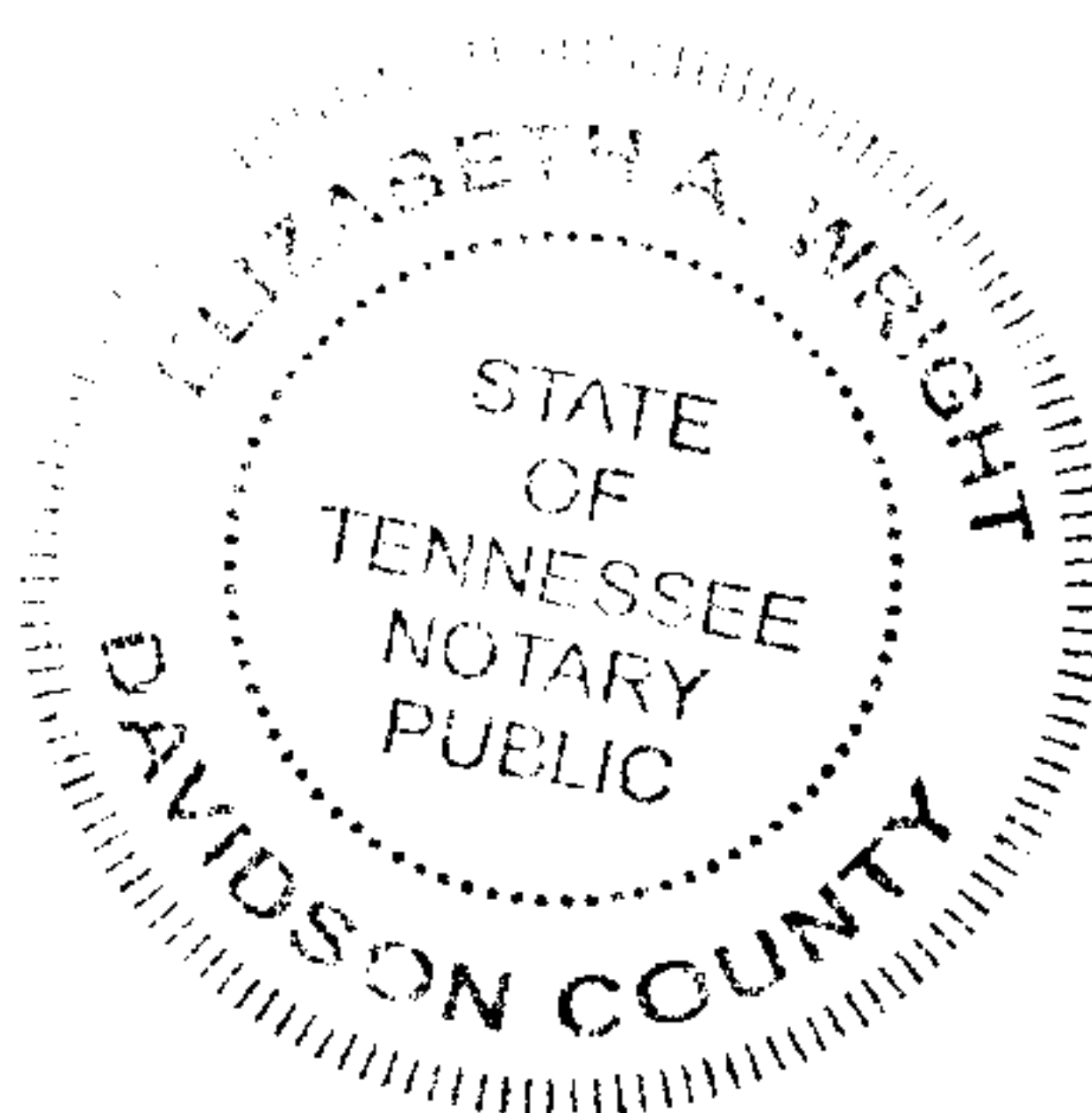
STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew L. Schwarcz, whose name as Vice President of MAPCO EXPRESS, INC., a Delaware corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Andrew L. Schwarcz as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 23 day of December, 2010.

Notary Public





20110405000105190 7/14 \$52.00  
Shelby Cnty Judge of Probate, AL  
04/05/2011 12:25:44 PM FILED/CERT

STATE OF OHIO

COUNTY OF HAMILTON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kirk A. Johnson, whose name as Vice President of FIFTH THIRD BANK, an Ohio banking corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Kirk A. Johnson as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 21<sup>st</sup> day of December, 2010.

Beth Egloff  
Notary Public  
BETH EGLOFF



**BETH EGLOFF**  
Notary Public, State of Ohio  
My Commission Expires  
May 8, 2015

### Schedule I

Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made by Mapco Express, Inc., as successor by merger to Williamson Oil Co., Inc., Mortgagor, to Lehman Commercial Paper Inc., as Administrative Agent, Mortgagee, dated as of April 28, 2005, recorded as Instrument #20050511000227000 on May 11, 2005 in Shelby County, Alabama, as amended by that certain Amendment No. 1 to Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing between Mapco Express, Inc., as successor by merger to Williamson Oil Co., Inc., Mortgagor, and Lehman Commercial Paper Inc., as Administrative Agent, Mortgagee, dated as of December 15, 2005, recorded as Instrument #20060103000000940 on January 3, 2006 in Shelby County, Alabama, and as assigned by that certain Assignment of Mortgages, Security Agreements, Assignment of Leases and Rents, and Fixture Filings executed by Lehman Commercial Paper Inc., as Administrative Agent, as Assignor, to Fifth Third Bank, N.A., as Administrative Agent, as Assignee, dated as of September 1, 2009 and recorded as Instrument #20090916000353320 on September 16, 2009 in Shelby County, Alabama

Fee Site: 5175



**Exhibit A**

8361 Highway 31 North  
Calera, Alabama  
#5175

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LOTS 438 AND 439, ACCORDING TO N. B. DARE'S MAP AND SURVEY OF THE TOWN OF CALERA, SHELBY COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY INTERSECTION OF THE EASTERLY RIGHT OF WAY OF MONTGOMERY AVENUE (U. S. HIGHWAY 31) AND THE NORTHERLY RIGHT OF WAY LINE OF PATTON AVENUE; THENCE RUNNING IN A NORTHERLY DIRECTION ALONG THE EASTERLY RIGHT OF WAY LINE OF MONTGOMERY AVENUE (U.S. HIGHWAY 31) A DISTANCE OF 90 FEET, MORE OR LESS, TO AN IRON PIN ON THE LOT LINE OF LOTS 438 AND 437, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING IN A NORTHERLY DIRECTION ALONG THE EASTERLY RIGHT OF WAY OF MONTGOMERY AVENUE (U.S. HIGHWAY 31) A DISTANCE OF 120.0 FEET TO AN IRON PIN; SAID IRON PIN BEING THE NORTHWESTERLY CORNER OF LOT 439 AND THE SOUTHERLY RIGHT OF WAY LINE OF AN ALLEY A DISTANCE OF 150.0 FEET TO AN IRON PIN; THENCE RUNNING IN A SOUTHERLY DIRECTION ALONG THE EASTERLY PROPERTY LINE OF LOTS 439 AND 438 A DISTANCE OF 120.0 FEET TO AN IRON PIN; THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE SOUTHERLY PROPERTY LINE OF LOT 438 AND THE NORTHERLY PROPERTY LINE OF LOT 437 A DISTANCE OF 150.0 FEET TO AN IRON PIN IN THE EASTERLY RIGHT OF WAY LINE OF MONTGOMERY AVENUE (U.S. HIGHWAY 31) AND THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

BEFORE THE ALABAMA DEPARTMENT OF REVENUE

In re: ) A Proceeding Authorized  
 ) by Section 40-22-2,  
FIFTH THIRD BANK, ) Code of Alabama 1975  
 )  
 )  
Petitioner. )

**MORTGAGE TAX ORDER**

Comes now Fifth Third Bank and in its Petition for Ascertainment of Mortgage Tax dated February 7, 2011 (the "Petition"), asks the Alabama Department of Revenue to fix and determine the amount of mortgage recording tax due pursuant to Section 40-22-2, *Code of Alabama 1975*, for the privilege of various amendments (the "Amendments") to certain previously-recorded Alabama mortgages and a new mortgage (the "New Mortgage"; the Amendments, the New Mortgage and such previously-recorded mortgages are herein together called the "Mortgage Documents") executed by Mapco Express, Inc. that secure the indebtedness as described in the Petition (the "Indebtedness"), which along with other security documents (the "Security Documents") cover real and personal property and fixtures located both inside and outside the State of Alabama.

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. The Mortgage Documents and the Security Documents secure a maximum principal indebtedness in the amount of \$275,000,000.00.
2. The value of the real property and fixtures conveyed by the Mortgage Documents and located inside the State of Alabama is \$44,398,119.00, and the value of all the real property, personal property and fixtures described in and conveyed by the Mortgage Documents and the Security Documents in all states (including the State of Alabama) is \$625,996,938.00.
3. The percentage of the real property and fixtures conveyed by the Mortgage Documents that is located inside the State of Alabama is 7.0924%.
4. The amount of the Indebtedness secured by the Mortgage Documents and subject to the Alabama mortgage recording tax is \$19,504,100.00.
5. Mortgage recording tax in the amount of \$29,256.15 will be due under Section 40-22-2, *Code of Alabama 1975*, as amended, upon the filing for record of the Amendments and/or the New Mortgage in the first Alabama county in which one of the Amendments and/or the New Mortgage is recorded, and thereafter allocated by the Judge of Probate of said county to the other Alabama counties in which the properties and fixtures covered by the Mortgage Documents are located, in accordance with the percentages set forth in Exhibit A attached hereto.



8. So long as the aggregate principal amount of Indebtedness at any one time outstanding as secured by the Mortgage Documents does not exceed \$275,000,000.00, no additional mortgage recording tax will be due.

IT IS, THEREFORE, ORDERED that mortgage recording tax in the amount of \$29,256.15, plus any recording fees which may be due, shall be paid to the Judge of Probate of the first Alabama county in which one of the Amendments and/or the New Mortgage is filed for record, and thereafter allocated by the Judge of Probate of said county to the other Alabama counties in which the properties and fixtures covered by the Mortgage Documents are located, in accordance with the percentages set forth in Exhibit A, and no additional mortgage recording tax will be due so long as the maximum principal amount of such indebtedness secured by the Mortgage Documents does not exceed \$275,000,000.00.

DONE at the Capitol, Montgomery, Alabama, this is the 10<sup>th</sup> day of MARCH, 2011.


DEPARTMENT OF REVENUE

By: Cynthia Underwood  
Assistant Commissioner of Revenue

K.E. Jehle  
Legal Division: Kathryn Elizabeth Jehle

ATTEST:

[Signature]  
as Secretary

**EXHIBIT A**  
20110405000105190 12/14 \$52.00  
Shelby Cnty Judge of Probate, AL  
04/05/2011 12:25:44 PM FILED/CERT

<u>County</u>	<u>Value</u>	<u>Percentage</u>
Calhoun County	\$ 8,731,537.00	19.65%
Cherokee County	\$ 145,289.00	0.33%
Clay County	\$ 1,286,855.00	2.90%
Colbert County	\$ 388,497.00	0.88%
Coosa County	\$ 219,375.00	0.49%
DeKalb County	\$ 4,818,127.00	10.85%
Etowah County	\$ 1,318,423.00	2.97%
Jackson County	\$ 1,095,957.00	2.47%
Lauderdale County	\$ 4,640,523.00	10.45%
Lee County	\$ 1,598,440.00	3.60%
Limestone County	\$ 851,617.00	1.92%
Madison County	\$ 8,332,899.00	18.77%
Marshall County	\$ 527,042.00	1.19%
Shelby County	\$ 269,525.00	0.61%
St. Clair County	\$ 1,505,999.00	3.39%
Talladega County	\$ 4,419,836.00	9.96%
Tallapoosa County	\$ 1,769,956.00	3.99%
Tuscaloosa County	\$ 2,478,222.00	5.58%
Totals	\$ 44,398,119.00	100.00%



STATE OF ALABAMA

COUNTY OF MADISON

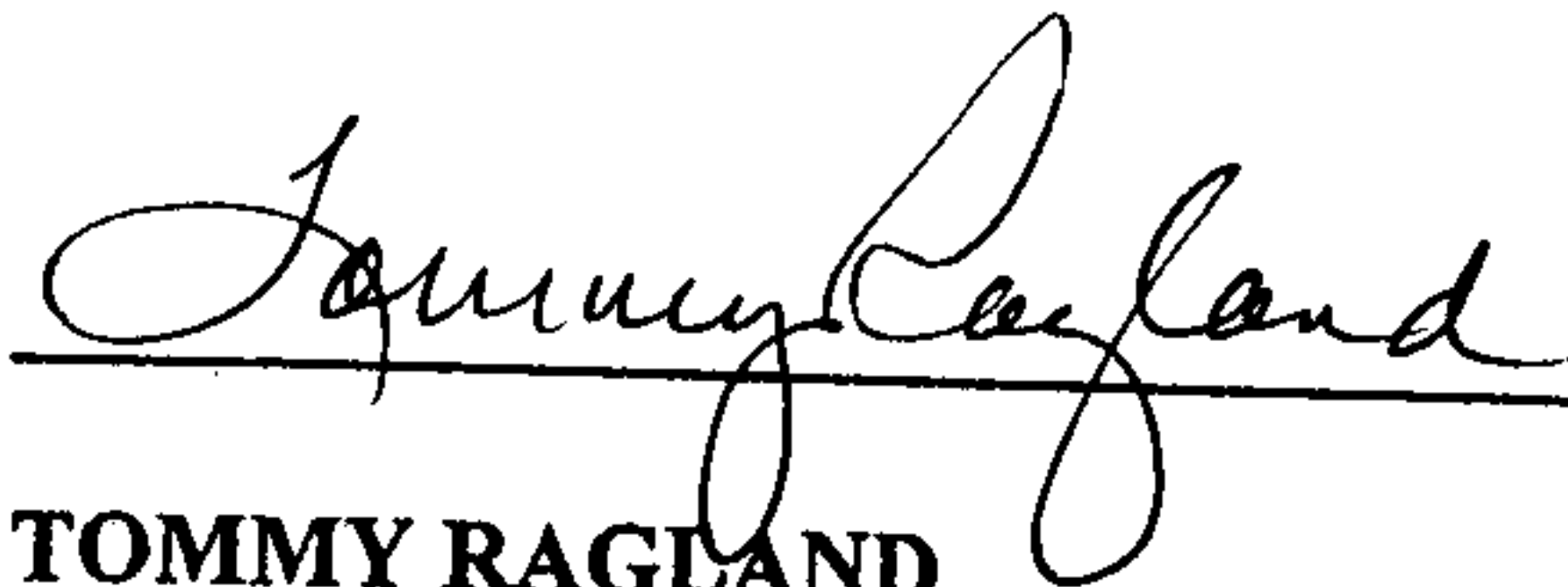
20110405000105190 13/14 \$52.00  
Shelby Cnty Judge of Probate, AL  
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I, TOMMY RAGLAND, JUDGE OF PROBATE IN AND FOR THE COUNTY AND  
STATE AFORESAID, HEREBY CERTIFY THAT THE WITHIN MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS AND Fixture FILING

FROM MAPCO Express, Inc

TO Fifth Third BANK

WAS RECORDED IN THIS OFFICE ON March 25, 2011,  
IN DOCUMENT # 20110325 000167270, AND Mortgage  
TAX IN THE AMOUNT OF \$ 29256.15 WAS COLLECTED ON THIS DATE.



TOMMY RAGLAND  
JUDGE OF PROBATE

See attached for  
County breakdown of taxes collected

# EXHIBIT A

20110405000105190 14/14 \$52.00  
Shelby Cnty Judge of Probate, AL  
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<u>County</u>	<u>Value</u>	<u>Percentage</u>
Calhoun County	\$ 8,731,537.00	19.65% = 5748.83
Cherokee County	\$ 145,289.00	0.33% = 96.55
Clay County	\$ 1,286,855.00	2.90% = 848.43
Colbert County	\$ 388,497.00	0.88% = 257.45
Coosa County	\$ 219,375.00	0.49% = 143.36
DeKalb County	\$ 4,818,127.00	10.85% = 3174.29
Etowah County	\$ 1,318,423.00	2.97% = 868.91
Jackson County	\$ 1,095,957.00	2.47% = 722.63
Lauderdale County	\$ 4,640,523.00	10.45% = 3057.27
Lee County	\$ 1,598,440.00	3.60% = 1053.22
Limestone County	\$ 851,617.00	1.92% = 561.72
Madison County	\$ 8,332,899.00	18.77% = 5491.38
Marshall County	\$ 527,042.00	1.19% = 348.15
Shelby County	\$ 269,525.00	0.61% = 178.46
St. Clair County	\$ 1,505,999.00	3.39% = 991.78
Talladega County	\$ 4,419,836.00	9.96% = 2913.91
Tallapoosa County	\$ 1,769,956.00	3.99% = 1167.32
Tuscaloosa County	\$ 2,478,222.00	5.58% = 1632.49
Totals	\$ 44,398,119.00	100.00% = 29256.15