

**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.
Record & Return~~
* **Madison Title Agency LLC
1125 Ocean Avenue
Lakewood, NJ 08701**

 1/20/11 10:09:43
DK T BK 3,266 PG 399
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

MTA 064223-15

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

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

THIS AMENDMENT NO. 2 TO AMENDED AND RESTATED DEED OF TRUST, 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., whose address is 7102 Commerce Way, Brentwood, Tennessee 37027 (the "**Grantor**"), and FIFTH THIRD BANK, an Ohio banking corporation, 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 "**Beneficiary**").

WITNESSETH:

WHEREAS, Grantor executed and delivered to Beneficiary that certain Amended and Restated Deed of Trust, 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 Deed of Trust, 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 "**Deed of Trust**"), recorded in the county and assigned the recording numbers listed on Schedule I hereto, which Deed of Trust encumbers the Grantor'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 Beneficiary as more fully described in the Deed of Trust;

WHEREAS, the Deed of Trust was issued by Grantor as collateral to secure the obligations of Grantor under that certain Amended and Restated Credit Agreement, dated as of April 28, 2005 by and among Grantor, as a Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the "**Lenders**"), and Beneficiary, 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, Grantor and Beneficiary have agreed to modify the Deed of Trust.

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 Deed of Trust. Effective as of the date hereof, the Deed of Trust is hereby amended as follows:

a. The cover page of the Deed of Trust is amended by (i) deleting the amount "\$285,000,000" therefrom and substituting the following in lieu thereof: "\$275,000,000", and (ii) deleting the date "April 28, 2011" therefrom and substituting the following in lieu thereof: "December 23, 2015".

b. Recital G of the Deed of Trust 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 of amount up to \$275,000,000 and being due and payable in full on December 23, 2015, if not sooner paid), a Swing Line Loan and Letters of Credit."

c. Section 37 of the Deed of Trust is amended by deleting the date "April 28, 2011" therefrom and substituting the following in lieu thereof: "December 23, 2015".

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

3. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Deed of Trust. All references in the Deed of Trust and in this Amendment to (i) the "Deed of Trust" shall mean the Deed of Trust 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 Deed of Trust remain unchanged and in full force and effect and are hereby ratified and confirmed. The Grantor hereby confirms that it has no defenses or offsets with respect to its obligations under the Deed of Trust, as modified hereby.

5. No Release. The indebtedness, liabilities and other obligations secured by the Deed of Trust 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 Deed of Trust 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 Deed of Trust 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 Deed of Trust 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 Beneficiary pursuant to the Deed of Trust 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 Grantor (and Grantor hereby agrees that its grant of security interests in the Trust Property pursuant to the Deed of Trust constitutes a grant of security interests as of the date hereof as well as a reaffirmation and continuation of the existing liens granted to Beneficiary under the Deed of Trust 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 Deed of Trust in connection with the entering into of the First Amendment, and the performance of the Grantor's obligations hereunder, shall not constitute a termination or novation of any of the liens granted pursuant to the Deed of Trust 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 Deed of Trust 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 Grantor, and shall constitute first priority perfected security interests of the Beneficiary, for the benefit of Beneficiary 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.

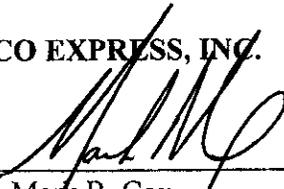
8. Governing Law. This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State in which the Trust Property is located, except that Grantor expressly acknowledges that by their respective terms the Loan Documents shall be

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, Grantor 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
Title: Executive Vice President and Chief
Financial Officer

By: 
Name: Andrew L. Schwarcz
Title: Vice President

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

By: _____
Name: _____
Title: _____

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
Title: Executive Vice President and Chief
Financial Officer

By: _____
Name: Andrew L. Schwarcz
Title: Vice President

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

By: *Kirk A. Johnson*
Name: Kirk A. Johnson
Title: Vice President

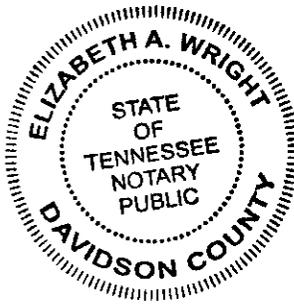
MAPCO EXPRESS, INC.

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On the 23 day of December, in the year 2010, before me, the undersigned, personally appeared Mark B. Cox, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, the person or entity upon behalf of which the individual acted, executed the instrument.

WITNESS:

Elizabeth A. Wright
Name
[Signature]
Notary Public



MAPCO EXPRESS, INC.

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On the 23 day of December, in the year 2010, before me, the undersigned, personally appeared Andrew L. Schwarcz, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, the person or entity upon behalf of which the individual acted, executed the instrument.

WITNESS:

Elizabeth A. Wright
Name
[Signature]
Notary Public



FIFTH THIRD BANK

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

On the 21 day of December, in the year 2010, before me, the undersigned, personally appeared Kirk A. Johnson, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, the person or entity upon behalf of which the individual acted, executed the instrument.

WITNESS:

Jessie Bush
Name

Nannie E. Horton
Notary Public



Nannie E. Horton
Notary Public, State of Ohio
My Commission Expires 05-18-2015

Schedule I

Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing executed by Mapco Express, Inc., Grantor, to Danny L. Crotwell, Esquire, Trustee for the benefit of Lehman Commercial Paper Inc., as Administrative Agent, Beneficiary, dated as of April 28, 2005, recorded in Book 2213, Page 672 on May 10, 2005 in DeSoto County, Mississippi, as amended by that certain Amendment No. 1 to Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing between Mapco Express, Inc., Grantor, and Lehman Commercial Paper Inc., as Administrative Agent, dated as of December 15, 2005, recorded in Book 2376, Page 198 on December 20, 2005 in DeSoto County, Mississippi, as assigned pursuant to that certain Assignment of Amended and Restated Deeds of Trust, Security Agreements, Assignments of Leases and Rents, and Fixture Filings by Lehman Commercial Paper Inc., as Administrative Agent, as Assignor, in favor of Fifth Third Bank, N.A., as Assignee, dated as of September 1, 2009, recorded in Book 3080, Page 63 on September 16, 2009 in DeSoto County, Mississippi

Site 3267

Exhibit A

LEGAL DESCRIPTION

2515 Goodman Rd W.
Horn Lake, Desoto, MS
#3267

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Horn Lake, DeSoto County and State of Mississippi, and being described as follows:

Part of the northwest quarter (NW-1/4) of Section 34, Township 1 South, Range 8 West, being more particularly described as follows:

Beginning at a P-K nail set on the south line of Goodman Road (160' R.O.W.) and at the northeast corner of Parcel "B"; thence North $89^{\circ}36'30''$ East along the south line of said Goodman Road a distance of 200 feet to a found iron pin on the west line of Hurt Road (80' R.O.W.); thence South $0^{\circ}11'30''$ West along the west line of said Hurt Road a distance of 200.00 feet to a found iron pin at the northeast corner of DeSoto Village Subdivision Section "A"; thence North $89^{\circ}48'30''$ West along the north line of said DeSoto Village Subdivision Section "A" a distance of 200.00 feet to a found iron pin at the southeast corner of said Parcel "B"; thence North $0^{\circ}11'38''$ East along the east line of said Parcel "B" a distance of 197.96 feet to the point of beginning.

This is the same property conveyed to MAPCO Petroleum Inc. by Deed of record in Book 225, page 196, Land Records for DeSoto County, Mississippi. MAPCO Express, Inc., a Delaware corporation, is a successor to MAPCO Petroleum Inc. by reason of merger, consolidation, change of name, purchase or otherwise.

This is also the same property described on that certain Survey entitled "0.9136 Acres MAPCO Express #2515 Goodman Road", prepared by Walter D. Bennett, R.L.S. No. 1838, entitled "0.9136 Acres MAPCO Express #2515 Goodman Road, dated August 4, 2000 and last revised May 21, 2001, more particularly described as follows:

Beginning at a set 1/2" iron pin at the intersection of the south line of Goodman Road (a 160 foot wide public road also known as Mississippi State Highway 302) with the west line of Hurt Road (an 80 foot wide public road); thence $S0^{\circ}11'301''W$ along said west line of Hurt Road 200.00 feet to a found 1/8" iron pin at the northeast corner of Section "A", Desoto Village Subdivision; thence $N89^{\circ}48'30''W$ along the north line of said DeSoto Village Subdivision 200.00 feet to a found angle iron; thence $N0^{\circ}11'30''E$ a distance of 197.96 feet to a set nail on the south line of said Goodman Road; thence $N89^{\circ}36'30''E$ along said south line 200.00 feet to the Point of Beginning.