

Official Record

Recording requested By
WALKER, KEELING & CARROLL LLP

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$19.00

Page 1 of 6

RPTT.

Recorded By LB

Book- 268 Page- 0659

APN # 003-055-01



0140278

Type of Document:

Supplemental Deed of Trust, Security Agreement, Assignment of Rents, and Financing Statement

Affirmation Statement

_____, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

_____, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law:

(specific law).

Signature

Title

Printed Name/Title

Date

Recording Requested By:

Return Document to:

**W. Lee Keeling
Walker Keeling LLP
P.O. Box 108
Victoria TX 77902**

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.



"Initial Principal Amount" means the sum of the original principal commitment of credit contemplated to be extended by the Lenders to the Borrowers under the ARCA in the sum of up to Four Hundred Million Dollars (\$400,000,000.00);

"Promissory Notes" means (in each of the following cases, as any of the same may be renewed, extended or otherwise modified from time to time): (i) those certain Revolving Loan Notes dated of even date herewith in the aggregate face principal amount of up to \$175,000,000.00, executed by Borrowers and made payable to the order of certain of the Lenders; those certain Effective Date Term Loan Notes dated of even date herewith in the aggregate face principal amount of \$225,000,000.00, executed by Borrowers and made payable to the order of certain of the Lenders; and that certain Swing Line Note dated of even date herewith in the face principal amount of up to \$25,000,000.00, executed by Borrowers and made payable to the order of Wells Fargo Bank, National Association; (ii) each and every other Revolving Loan Note, Incremental Term Loan Note, and/or Swing Line Note now or hereafter issued under the ARCA in favor of the Lenders or any of them, and each and every Loan Account now or hereafter established in order to evidence a Loan under the ARCA; (iii) the obligations of the Borrowers (or any of them) arising from any L/C Credit Extension now or hereafter made under the ARCA and any other Credit Event now or hereafter occurring; and (iv) any other promissory note or other evidence of indebtedness now or hereafter made by Borrowers (or any of them) payable to the order or in favor of the Lenders or any of them.

"Notes" and **"Holder"** each has the meaning given it in Section 2(a) below.

"Credit Documents," "Security Agreement," "Revolving Loan Notes," "Effective Date Term Loan Notes," "Swing Line Note," "Loan Accounts," "Lenders," "L/C Credit Extension," and "Credit Event" each have the meaning given it in the ARCA.

RECITAL:

Of even date herewith, Borrowers and (among others) the Administrative Agent have executed and delivered the ARCA, which amends and restates provisions of the Original Credit Agreement and provides for further advances and extensions of credit. Such future advances and extensions of credit were contemplated by the provisions of Section 1.5 of the Original Mortgage, however, the Grantors nevertheless desire hereby to supplement the Original Mortgage for the purpose of clarifying, confirming and giving notice that the liens, security interests, assignments and other rights granted in and conferred by the Original Mortgage are intended to (and that from and after the effective date hereof the same shall) secure the payment and performance of all of the notes, obligations, indebtedness and liabilities that are contemplated by and/or that arise under the ARCA.

AGREEMENTS:

1. In consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantors do hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and SET OVER to Trustee, in trust for the Administrative Agent, for its benefit and the benefit of the Holder, the Mortgaged Property. TO HAVE AND TO HOLD the Mortgaged Property unto Trustee, and his successors or substitutes in this trust, and to his or their successors and assigns, in trust, however, upon and subject to all of the terms, provisions and conditions as are set forth in the Original Mortgage (including, without limitation, the power of sale contained therein), as supplemented hereby. Grantors hereby further (i) grant to the Administrative Agent, for its benefit and that of the Holder, a security interest in all of the Mortgaged Property which constitutes personal property or fixtures upon and subject to all of the terms, provisions and conditions as are set forth in the Original Mortgage, and (ii) assign and transfer to the Administrative Agent all leases and rents of any kind or nature from the Mortgaged Property, absolutely and not as collateral, to the extent allowed by applicable law, but subject to a license in favor of Grantors to continue to collect the same, all upon the terms and conditions set forth in Article 5 of the Original Mortgage. In addition to its rights hereunder or otherwise, Holder shall have all of the rights of a secured party under the Texas Business and Commerce Code, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law.

2. This Supplement is made to secure and enforce the payment and performance of the promissory notes, obligations, indebtedness and liabilities (together with all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time) that are described in Sections 1.4 and 1.5 of the Original Mortgage, it being understood and agreed that the indebtedness secured by the Original Mortgage, as supplemented hereby includes all of the following (the **"secured indebtedness"** or the **"indebtedness secured hereby"**):

(a) the full and punctual payment when due of indebtedness in the Initial Principal Amount in lawful money of the United States of America, to be paid with interest and periodic charges, any prepayment premium amount and all other sums which may or shall become due according to the Promissory Notes (such notes, Loan Accounts or other obligations, as from time to time renewed, extended, supplemented, increased or modified and all other notes, Loan Accounts or other obligations given in substitution therefor, or in modification, renewal or extension thereof, in whole or in



part, being hereinafter called the "Notes", and the Lenders, or the subsequent holders at the time in question of any of the Notes or any of the secured indebtedness being herein called "Holder," whether one or more);

(b) the full and punctual payment and performance of all amounts payable under the ARCA, the Original Mortgage, this Supplement, and all other Credit Documents, including without limitation, indemnification and expense reimbursement obligations; and

(c) the timely and full payment and performance and observance of each and every other obligation of Borrowers (or any of them) under the Credit Documents, however and whenever incurred, due or to become due, and whether Borrowers (or any of them) is obligated alone, or with others on a joint, several or solitary basis, as a principal obligor or as a surety (including any interest, prepayment premium, costs, fees and expenses which at any time accrue or otherwise payable on or with respect to the foregoing, whether before or after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any Borrower), and each other term, covenant, agreement, requirement, condition and other provision under or in connection with any Credit Document, specifically including, without limitation, the "Obligations" as that term is defined the ARCA.

In addition to the above, the indebtedness secured hereby includes the obligation to repay any future advances or extensions of credit by any Holder under any one or more of the Promissory Notes, the ARCA or otherwise. The total amount of the indebtedness of the Borrowers, including future advances, that is secured by the Original Mortgage as supplemented hereby, may increase or decrease from time to time, but shall not exceed a maximum principal amount of SIX HUNDRED MILLION Dollars (\$600,000,000) at any one time outstanding, plus interest thereon and any disbursement made by Holder for the payment of taxes, levies or insurance on the Mortgaged Property encumbered by the Original Mortgage, as supplemented hereby, with interest on such disbursement.

3. The reference appearing in Section 4.3 and in Section 4.5 of the Original Mortgage to "clauses "second" et seq. in Section 7(g) of the Security Agreement" is modified to refer instead to "Section 6.02(d) of the ARCA."

4. As supplemented hereby, Grantors hereby reaffirm all covenants, representations and warranties made in the Original Mortgage and Grantors hereby agree that all of the terms and conditions thereof (including without limitation, the power of sale therein granted) are incorporated in and made a part hereof.

5. All terms, conditions and provisions contained in the Credit Documents, except as may be expressly modified hereby, shall continue and remain in full force and effect.

6. The Mortgaged Property is and shall be in all respects subject to the liens, charges or encumbrances of the Original Mortgage and the Credit Documents, as supplemented hereby, and nothing herein contained and nothing done pursuant hereto shall affect or be construed to affect the same, or to alter the priority thereof with respect to any other liens, charges or encumbrances or to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Credit Documents. Nothing contained herein or done in pursuance hereof shall affect or be construed to affect any other security for the secured indebtedness held by the Administrative Agent.

7. The Grantors have made and executed this Supplement in order to confirm the intention of the Grantors to clarify and better define the debt secured hereby and to place additional information in the property records concerning such indebtedness, but Grantors expressly acknowledge that the liens, security interests and assignments of the Original Mortgage would extend to and cover the indebtedness and obligations described above in Section 2 of this Supplement, even in the absence of their making or recording this Supplement. No similar act or instrument shall ever be required in order for the Original Mortgage to have its stated effect upon any property interests acquired by any Grantor.

8. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, this instrument is executed by Grantors as of the date first written on page 1 hereof.

C.L. THOMAS, INC., a Texas corporation

SPEEDY STOP FOOD STORES, LLC, a Texas limited liability company

By: *Clifton L. Thomas, Jr.*
Clifton L. Thomas, Jr.
Secretary and Sole Director

By: C. L. THOMAS, INC., a Texas corporation, Manager

By: *Clifton L. Thomas, Jr.*
Clifton L. Thomas, Jr.
Secretary and Sole Director

THOMAS PETROLEUM, LLC, a Texas limited liability company

THOMAS FOODS, LLC, a Texas limited liability company

By: C.L. THOMAS, INC., a Texas corporation, Manager

By: C.L. THOMAS, INC., a Texas corporation, Manager

By: *Clifton L. Thomas, Jr.*
Clifton L. Thomas, Jr.
Secretary and Sole Director

By: *Clifton L. Thomas, Jr.*
Clifton L. Thomas, Jr.
Secretary and Sole Director

TREM, INC., a Texas corporation

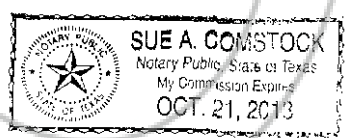
Address of Grantors:
P.O. Box 1876
Victoria, Texas 77902-1876

By: *Clifton L. Thomas, Jr.*
Clifton L. Thomas, Jr.
Secretary and Sole Director
85549

STATE OF TEXAS §
COUNTY OF VICTORIA §

This instrument was acknowledged on the 16th day of December, 2011 by Clifton L. Thomas, Jr., Secretary and Sole Director of C.L. Thomas, Inc., a Texas corporation, on behalf of said corporation.

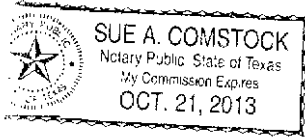
Sue A Comstock
Notary Public in and for
the State of Texas
Printed Name: Sue A Comstock
My Commission expires: 10/21-13





STATE OF TEXAS §
COUNTY OF VICTORIA §

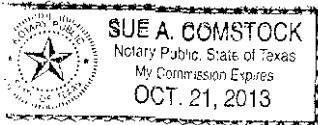
This instrument was acknowledged on the 14 day of December, 2011, by Clifton L. Thomas, Jr., Secretary and Sole Director of C.L. Thomas, Inc., a Texas corporation, as Manager of Speedy Stop Food Stores, LLC, a Texas limited liability company, on behalf of said limited liability company.



Sue A Comstock
Notary Public in and for
the State of Texas
Printed Name: Sue A Comstock
My Commission expires: 10-21-13

STATE OF TEXAS §
COUNTY OF VICTORIA §

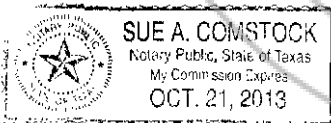
This instrument was acknowledged on the 14 day of December, 2011, by Clifton L. Thomas, Jr., Secretary and Sole Director of C.L. Thomas, Inc., a Texas corporation, as Manager of Thomas Petroleum, LLC, a Texas limited liability company, on behalf of said limited liability company.



Sue A Comstock
Notary Public in and for
the State of Texas
Printed Name: Sue A Comstock
My Commission expires: 10-21-13

STATE OF TEXAS §
COUNTY OF VICTORIA §

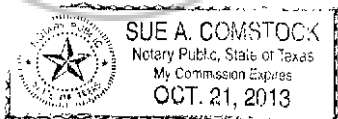
This instrument was acknowledged on the 16 day of December, 2011, by Clifton L. Thomas, Jr., Secretary and Sole Director of C.L. Thomas, Inc., a Texas corporation, as Manager of Thomas Foods, LLC, a Texas limited liability company, on behalf of said limited liability company.



Sue A Comstock
Notary Public in and for
the State of Texas
Printed Name: Sue A Comstock
My Commission expires: 10-21-13

STATE OF TEXAS §
COUNTY OF VICTORIA §

This instrument was acknowledged on the 16 day of December, 2011 by Clifton L. Thomas, Jr., Secretary and Sole Director of TREM, Inc., a Texas corporation, on behalf of said corporation.



Sue A Comstock
Notary Public in and for
the State of Texas
Printed Name: Sue A Comstock