UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 30, 2014

CrossAmerica Partners LP
(Exact name of registrant specified in its charter)

Delaware	**001-35711**	**45-4165414**
(State or Other Jurisdiction Of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

645 West Hamilton Street, Suite 500
Allentown, PA 18101
(Address of principal executive offices, zip code)

(610) 625-8000
Registrant's telephone number, including area code

Lehigh Gas Partners LP
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Introductory Note

On October 1, 2014, Lehigh Gas Partners LP (the "Partnership") and CST Brands, Inc. (NYSE: CST) (together with its affiliates, "CST Brands") announced the consummation of the previously announced sale to CST Brands of the Partnership's general partner, Lehigh Gas GP LLC (the "General Partner"), from Lehigh Gas Corporation ("LGC"), an entity wholly owned by the 2004 Irrevocable Trust of Joseph V. Topper, Sr. (the "Topper Trust") for which Joseph V. Topper, Jr. is the trustee, and all of the incentive distribution rights of the Partnership from trusts for which each of Mr. Topper and John B. Reilly, III serves as trustee (the "General Partner Acquisition"). CST Brands is one of the largest independent retailers of motor fuels and convenience merchandise in North America.

As previously disclosed, the consummation of the General Partner Acquisition was subject to the satisfaction or waiver of certain conditions, including, among others, (i) written consent and/or waivers of default from the lenders party to, or an amendment of, the Third Amended and Restated Credit Agreement dated as of March 4, 2014 (as amended), by and among the Partnership and certain of its subsidiaries and the lenders and other parties thereto (the "Credit Agreement"); (ii) each member of the board of directors of the General Partner (other than Mr. Topper and Mr. Reilly, who remain directors) delivering executed resignations; (iii) the amendment and restatement of the Omnibus Agreement dated October 30, 2012, by and among the Partnership, the General Partner, LGC, Lehigh Gas-Ohio, LLC ("LGO") and Mr. Topper (as amended by that certain Amendment to Omnibus Agreement, dated as of May 1, 2014, the "Original Omnibus Agreement") pursuant to which CST Brands will provide management services to the Partnership and General Partner; (iv) execution of an employment agreement by and between CST Brands and Mr. Topper pursuant to which Mr. Topper is appointed as the Chief Executive Officer and President of the General Partner for not less than one (1) year; (v) execution of a voting agreement which requires Mr. Topper to cause his affiliates to vote their common and subordinated units of the Partnership in accordance with the recommendation of the board of directors of the General Partner; (vi) Mr. Topper's appointment to the board of directors of CST Brands; and (vii) other customary closing conditions.

The General Partner manages the operations and activities of the Partnership. The Partnership is managed and operated by the board of directors and executive officers of the General Partner. As a result of the consummation of the General Partner Acquisition, CST Brands controls the General Partner and has the right to appoint all members of the board of directors of the General Partner.

Immediately following the consummation of the General Partner Acquisition, the Partnership changed its name to "CrossAmerica Partners LP" and will be changing its ticker symbol to "CAPL" on or about October 6, 2014. The following events took place in connection with the consummation of the General Partner Acquisition:

Item 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Amendment to Credit Agreement

On September 30, 2014, the Partnership and its subsidiary, Lehigh Gas Wholesale Services, Inc. ("Services" and, together with the Partnership, the "Borrowers") entered into an amendment (the "Amendment") to the Credit Agreement. Under the terms of the Amendment, the Borrowers are jointly and severally liable for all obligations under the Credit Agreement.

The following is a summary of the material terms of the Amendment. Capitalized items in the following summary have the meanings given to such terms in the Amendment.

- Services is now a co-borrower with the Partnership rather than a guarantor;
- the borrowing availability was increased by $100 million to $550 million;
- the definition of Permitted Acquisitions in the Credit Agreement has been expanded to include acquisitions of real property and assets from CST Brands;
- certain terms and definitions, including Change of Control, were updated to reflect the General Partner Acquisition;
- the Total Leverage Ratio was increased to 5.50:1.00 if the Partnership issues Qualified Senior Notes in the aggregate principal amount of $175,000,000 or greater; and
- the Senior Leverage Ratio was decreased to 3.00:1.00, on a pro forma basis if the Partnership issues Qualified Senior Notes in the aggregate principal amount of $175,000,000 or greater.

The foregoing description of the Amendment is qualified in its entirety by the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.

The representations and warranties of the Credit Parties in the Amendment and the Credit Agreement are, in many respects, qualified by materiality and limited to the knowledge of the entity making the representation and warranty, but their accuracy forms the basis of one of the conditions to the obligations of the parties to complete the transaction. Please note, however, that these representations and warranties were made only for purposes of the Amendment and the Credit Agreement and as of specific dates, were solely for the benefit of the parties thereto, and are subject to limitations agreed to between the parties, including that they are qualified by disclosures between the parties that are not included with this report. Accordingly, investors and third parties should not rely on these representations and warranties as independent characterizations of the actual state of facts at the time they were made or otherwise but should consider them together with the other information that the Partnership has disclosed in other filings with the SEC.

Amended and Restated Omnibus Agreement

The Partnership entered into an Amended and Restated Omnibus Agreement, dated as of October 1, 2014, by and among the Partnership, the General Partner, LGC, CST Services LLC, an affiliate of CST Brands (the "Company"), LGO and Mr. Topper (the "Amended Omnibus Agreement"), which amends and restates the Original Omnibus Agreement. The terms of the Amended Omnibus Agreement were approved by the conflicts committee of the board of directors of the General Partner, which is comprised solely of independent directors.

General. Pursuant to the Amended Omnibus Agreement, the Company agrees, among other things, to provide, or cause to be provided, to the Partnership the management services previously provided by LGC on substantially the same terms and conditions as were applicable to LGC under the Original Omnibus Agreement. Pursuant to the terms of a transition services agreement by and between LGC and the Company, LGC will continue to provide the management services it provided under the Original Omnibus Agreement to the Partnership on behalf of the Company until December 31, 2014.

The initial term of the Amended Omnibus Agreement is five years and will automatically renew for additional one year terms unless any party provides written notice to the other parties 180 days prior to the end of the then current term. The Partnership has the right to terminate the agreement at any time upon 180 days' prior written notice.

Rights of First Refusal. The Amended Omnibus Agreement provides that Mr. Topper, LGC and LGO agree, and are required to cause their controlled affiliates to agree, that for so long as Mr. Topper is an officer or director of the General Partner or CST Brands, if (a) Mr. Topper, LGC, LGO, or any of their controlled affiliates have the opportunity to acquire assets used, or a controlling interest in any business primarily engaged, in the wholesale motor fuel distribution or retail gas station operation businesses, and (b) the assets or businesses proposed to be acquired have a value exceeding $5,000,000 in the aggregate, then Mr. Topper, LGC, LGO, or their controlled affiliates will offer such acquisition opportunity to the Partnership and give the Partnership a reasonable opportunity to acquire, at the same price plus any related transaction costs and expenses, such assets or business, either before or promptly after the consummation of such acquisition by Mr. Topper, LGC, LGO, or their controlled affiliates. The decision to acquire or not acquire any such assets or businesses requires the approval of the conflicts committee of the board of directors of the General Partner. Any assets or businesses that the Partnership does not acquire pursuant to the right of first refusal may be acquired and operated by Mr. Topper, LGC, LGO, or their controlled affiliates.

Rights of First Offer. The Amended Omnibus Agreement provides that Mr. Topper, LGC and LGO agree, and are required to cause their controlled affiliates to agree, for so long as Mr. Topper is an officer or director of the General Partner or CST Brands, to notify the Partnership of their desire to sell any of their assets or businesses if (a) Mr. Topper, LGC, LGO, or any of their controlled affiliates, decides to attempt to sell (other than to another controlled affiliate of Mr. Topper, LGC or LGO) any assets used, or any interest in any business primarily engaged, in the wholesale motor fuel distribution or retail gas station operation businesses, to a third party and (b) the assets or businesses proposed to be sold have a value exceeding $5,000,000 in the aggregate. Prior to selling such assets or businesses to a third party, Mr. Topper, LGC and LGO are required to negotiate with the Partnership exclusively and in good faith for a reasonable period of time in order to give the Partnership an opportunity to enter into definitive documentation for the purchase and sale of such assets or businesses on terms that are mutually acceptable to Mr. Topper, LGC, LGO, or their controlled affiliates, and the Partnership. If the Partnership and Mr. Topper, LGC, LGO, or their controlled affiliates have not entered into a letter of intent or a definitive purchase and sale agreement with respect to such assets or businesses within such period, Mr. Topper, LGC, LGO, and their controlled affiliates, have the right to sell such assets or businesses to a third party following the expiration of such period on any terms that are acceptable to Mr. Topper, LGC, LGO, or their controlled affiliates, and such third party. The decision to acquire or not to acquire assets or businesses pursuant to this right requires the approval of the conflicts committee of the board of directors of the General Partner.

The foregoing description of the Amended Omnibus Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended Omnibus Agreement which is filed as Exhibit 10.2 hereto and incorporated by reference herein.

Amendment to Wholesale Fuel Supply Agreement with LGO

A subsidiary of the Partnership entered an Amendment to the PMPA Franchise Agreement, effective as of October 1, 2014, by and between Lehigh Gas Wholesale LLC, a subsidiary of the Partnership, and LGO (the "Wholesale Fuel Supply Agreement Amendment") pursuant to which the pricing terms were amended. Prior to the Wholesale Fuel Supply Agreement Amendment, the agreement provided that the Partnership charge LGO dealer tank wagon pricing, which provided for a variable cent-per-gallon margin for each grade of product in effect at the time title to the product passed to LGO. However, since July 1, 2014, the amount charged to LGO had effectively been the equivalent of a fixed cent-per-gallon margin ("rack plus pricing"). The Wholesale Fuel Supply Agreement Amendment formally amends the pricing terms of the agreement to provide expressly for rack plus pricing and was approved by the conflicts committee of the board of directors of the General Partner.

The foregoing description of the Wholesale Fuel Supply Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Wholesale Fuel Supply Agreement Amendment which is filed as Exhibit 10.3 hereto and incorporated by reference herein.

Item 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT

The information included under Item 1.01 "Amendment to Credit Agreement" is hereby incorporated into this Item 2.03 by reference.

Item 5.01 CHANGES IN CONTROL OF REGISTRANT

As previously discussed, on October 1, 2014, CST Brands acquired 100% of the membership interests of the General Partner from LGC, an entity wholly owned by the Topper Trust for which Mr. Topper is the trustee, and all of the incentive distribution rights of the Partnership from trusts for which each of Mr. Topper and Mr. Reilly serves as trustee. The consideration for 100% of the membership interests of the General Partner consisted of $0.5 million cash consideration paid by CST Brands from cash on hand.

The General Partner manages the operations and activities of the Partnership. The Partnership is managed and operated by the board of directors and executive officers of the General Partner. As a result of the consummation of the General Partner Acquisition, CST Brands controls the General Partner and has the right to appoint all members of the board of directors of the General Partner.

In connection with the General Partner Acquisition, Mr. Topper entered into a Voting Agreement dated as of October 1, 2014 by and among Mr. Topper, the Topper Trust, LGC, an entity wholly owned by the Topper Trust for which Mr. Topper is the trustee (collectively, the "Topper Sellers") and CST Brands (the "Voting Agreement") pursuant to which each of the Topper Sellers agrees that at any meeting of the holders of shares of CST Brands common stock or common units or subordinated units of the Partnership it will vote or cause to be voted such Topper Seller's shares or units, respectively, in accordance with the recommendation of the board of directors of CST Brands or the board of

directors of the General Partner, respectively. The Voting Agreement will remain in effect with respect to any Topper Seller for so long as any such Topper Seller is (a) a director or officer of CST Brands or affiliate thereof, including the Partnership, (b) the beneficial owner of more than 3% of the outstanding common stock of CST Brands or (c) the beneficial owner of 10% or more of the outstanding common units or subordinated units of the Partnership.

The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Voting Agreement which is filed as Exhibit 10.4 hereto and incorporated by reference herein.

To the extent required, the information contained in Items 1.01 and 5.02 in this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

Item 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

Board of Directors

On and effective as of October 1, 2014, Melinda B. German, Warren S. Kimber, Jr., John F. Malloy, Maura E. Topper and Robert L. Wiss, each a member of the board of directors of the General Partner, resigned in his or her capacity as such. These resignations were not a result of any disagreements between the General Partner and the directors on any matter relating to the General Partner's operations, policies or practices.

Mr. Topper and Mr. Reilly remain members of the board of directors of the General Partner. CST Brands has agreed to cause the appointment of Mr. Topper as a director of the General Partner for a period of at least five years commencing on October 1, 2014 or until a change in control of CST Brands including circumstances in which CST Brands no longer controls the General Partner. Further, Mr. Topper may be removed from the board of directors of the General Partner in certain circumstances where cause exists.

On and effective as of October 1, 2014, CST Brands as the owner of the General Partner appointed each of the following as members to the board of directors of the General Partner: Kimberly S. Lubel, Chief Executive Officer, President and Chairman of the board of directors of CST Brands, Clayton E. Killinger, Senior Vice President and Chief Financial Officer of CST Brands, and Stephan F. Motz, Senior Vice President and Chief Development Officer of CST Brands, as directors of the board of directors of the General Partner, and Gene Edwards and Justin A. Gannon as independent directors of the board of directors of the General Partner. For biographical information for each of the foregoing directors, please read the Current Report on Form 8-K filed by the Partnership on September 12, 2014, which biographical information is incorporated by reference herein. In addition, Mr. Gannon has been appointed to the board of California Resources Corporation effective upon its spin-off from Occidental Petroleum Corporation.

There is no arrangement or understanding between any of these newly elected directors, and any other person pursuant to which such directors were elected. There are no relationships of the newly elected directors that would require disclosure pursuant to Item 404(a) of Regulation S-K.

Ms. Lubel replaced Mr. Topper as Chairman of the board of directors of the General Partner. Each of Messrs. Reilly, Edwards and Gannon are serving as independent members of the board of directors of the General Partner and have been named to the audit and conflicts committees of the board of directors of the General Partner. Mr. Gannon will serve as Chairman of the audit committee and Mr. Edwards will serve as Chairman of the conflicts committee.

Director Compensation

Each independent director will receive cash compensation of $60,000 per year, and the chairman of each of the audit committee and conflicts committee will receive an additional $10,000 per year. Additional compensation arrangements of the independent directors of the General Partner have not yet been determined. Directors affiliated with either the Partnership or CST Brands will not receive any compensation for their service on the board of directors of the General Partner.

Officers

Mr. Topper and the Company entered into an employment agreement dated as of October 1, 2014 (the "Topper Employment Agreement") pursuant to which Mr. Topper was appointed as the Chief Executive Officer and President of the General Partner. The Topper Employment Agreement has a term of one year and will automatically renew for an additional one year term unless the parties agree otherwise or either party gives 60-day written notice prior to the end of the initial term. Mr. Topper's base salary is $525,000 per year. He is eligible to receive a short-term incentive award equal to 75% of his base salary and an equity award equal to 200% of his base salary. Mr. Topper is entitled to participate in all employee benefit plans and programs generally available to similarly situated executives of the Company. The Company may terminate Mr. Topper's employment at any time for any reason.

Per the terms of the Topper Employment Agreement, Mr. Topper agrees that, during his employment and for a period equal to the greater of (i) the balance of his employment term and (ii) one year following termination for cause or his resignation without good reason (the "Restricted Period"), (x) he will not solicit or in any way be involved with any prior, current or prospective customer, client, consultant, broker or business partner of, or any person who had dealings with, the Company or the Partnership and (y) he will not solicit for employment any person who is or was within the preceding six months an employee or consultant of the Company or the Partnership. Per the terms of the Topper Employment Agreement, during the Restricted Period, Mr. Topper also agrees that he will not associate in any way with any business that at any time during the Restricted Period is engaged in the business of the Company or the Partnership other than those activities and businesses that Mr. Topper controls as of October 1, 2014.

The foregoing description of the Topper Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Topper Employment Agreement which is filed as Exhibit 10.5 hereto and incorporated by reference herein.

Because effective as of October 1, 2014, Mr. Topper is an employee of CST Brands and no longer an employee of LGC, the compensation committee of the board of directors and the board of directors of the General Partner authorized a grant of 5,670 profits interests pursuant to the Lehigh Gas Partners LP 2012 Incentive Award Plan to Mr. Topper, based on compensation earned by Mr. Topper for services rendered from January 1, 2014 through September 30, 2014. The profits interests are to vest on November 10, 2014, entitle the recipient to receive cash distributions proportionate to those received by common unitholders of the Partnership and represent Class B Units in LGP Operations LLC, a wholly owned subsidiary of the Partnership.

As of October 1, 2014, Frank M. Macerato, the former General Counsel, Secretary and Chief Compliance Officer of the General Partner and a named executive officer of the General Partner, is no longer an officer of the General Partner. There were no disagreements between the General Partner and Mr. Macerato on any matter relating to the General Partner's operations, policies or practices.

Also effective October 1, 2014, David F. Hrinak was appointed Executive Vice President and Chief Operating Officer of the General Partner. Mr. Hrinak previously served as President of the General Partner.

Item 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR

In connection with the consummation of the General Partner Acquisition, the board of directors of the General Partner approved an amendment to the partnership agreement of the Partnership (the "Partnership Amendment") which was effective as of October 1, 2014 and the Certificate of Limited Partnership of the Partnership (the "Charter Amendment") which was filed with the State of Delaware on October 1, 2014 and effective as of October 1, 2014. The Partnership Amendment changed the name of the Partnership from Lehigh Gas Partners LP to CrossAmerica Partners LP. The Charter Amendment (i) reflected the change in the name of the Partnership from Lehigh Gas Partners LP to CrossAmerica Partners LP and (ii) changed the name of the general partner of the Partnership from Lehigh Gas GP LLC to CrossAmerica GP LLC.

The foregoing descriptions of the Charter Amendment and the Partnership Amendment do not purport to be complete and are qualified in their entirety by reference into the full text of the Charter Amendment and the Partnership Amendment, which are filed as Exhibit 3.1 and 3.2, respectively, and incorporated by reference herein.

Item 7.01 REGULATION FD

On October 1, 2014, the Partnership and CST Brands issued a press release announcing the consummation of the General Partner Acquisition. The press release, attached hereto as Exhibit 99.1 and incorporated by reference herein, is being furnished to the SEC and shall not be deemed to be "filed" for any purpose.

Item 8.01. OTHER EVENTS

Also as previously disclosed, contemporaneously with the consummation of the General Partner Acquisition, the Partnership, LGC and LGO consummated a series of transactions pursuant to which LGC acquired, for an aggregate purchase price of $5.7 million and an earn-out in the amount of $0.8 million if LGC renews a certain customer contract, the wholesale fuel supply rights for 78 locations in Pennsylvania and New York previously supplied by the Partnership and the fuel supply rights of the Partnership to such sites was terminated. In addition, subleases for 12 of the sites, previously leased to the Partnership, were assigned to LGC or its affiliates. The terms of the transaction described in this Item 8.01 were approved by the conflicts committee of the board of directors of the General Partner, which is comprised solely of independent directors.

Item 9.01. FINANCIAL STATEMENTS AND EXHIBITS

The following exhibits have been filed or furnished with this report:

Exhibit Number	Description
3.1	Certificate of Amendment to Certificate of Limited Partnership of Lehigh Gas Partners LP
3.2	Amendment to First Amended and Restated Limited Partnership Agreement of Lehigh Gas Partners LP
10.1	Waiver, Second Amendment to the Third Amended and Restated Credit Agreement and Joinder dated as of September 30, 2014, by and among Lehigh Gas Partners LP and Lehigh Gas Wholesale Services, Inc., together as the Borrowers, the Guarantors party thereto, the Lenders party thereto and Citizens Bank of Pennsylvania, as Administrative Agent on behalf of the Lenders
10.2	Amended and Restated Omnibus Agreement dated as of October 1, 2014, by and among Lehigh Gas Partners LP, Lehigh Gas GP LLC, Lehigh Gas Corporation, CST Services, LLC and Lehigh Gas-Ohio, LLC
10.3	Amendment to PMPA Franchise Agreement dated as of October 1, 2014, by and between Lehigh Gas Wholesale LLC and Lehigh Gas-Ohio, LLC
10.4	Voting Agreement dated as of October 1, 2014, by and among CST Brands, Inc. and each of the persons listed on the signature page thereto (including Joseph V. Topper, Jr. and Lehigh Gas Corporation)
10.5	Employment Agreement dated as of October 1, 2014, by and between CST Services LLC and Joseph V. Topper, Jr.
99.1	Press Release dated October 1, 2014, regarding consummation of the General Partner Acquisition

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CrossAmerica Partners LP
By: CrossAmerica GP LLC
its general partner

Dated: October 3, 2014

By: /s/ Gérard J. Sonnier
Name: Gérard J. Sonnier
Title: Corporate Secretary

EXHIBIT INDEX

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10.5	Employment Agreement dated as of October 1, 2014, by and between CST Services LLC and Joseph V. Topper, Jr.
99.1	Press Release dated October 1, 2014, regarding consummation of the General Partner Acquisition

Exhibit 3.1

CERTIFICATE OF AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LEHIGH GAS PARTNERS LP

Pursuant to the provisions of Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, the undersigned general partner of Lehigh Gas Partners LP (the "Partnership") desires to amend the certificate of limited partnership the Partnership filed with the Secretary of State of Delaware on December 2, 2011, and for that purpose submits the following certificate of amendment:

1. The name of the limited partnership is Lehigh Gas Partners LP.

2. The certificate of limited partnership is hereby amending and restating Articles 1 and 3 thereof:

Article I

The name of the limited partnership formed hereby is CrossAmerica Partners LP.

Article III

The name and mailing address of the general partner of the Partnership is:

Name	Mailing Address
CrossAmerica GP LLC	645 W. Hamilton St., Suite 500 Allentown, PA 18101

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned, being the sole general partner of the Partnership, has duly exercised this Certificate of Amendment on this 1st day of October, 2014.

CrossAmerica GP LLC,
the General Partner of Lehigh Gas Partners LP

/s/ Gérard J. Sonnier
Gérard J. Sonnier
Corporate Secretary

Exhibit 3.2

FIRST AMENDMENT TO

FIRST AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

LEHIGH GAS PARTNERS LP

FIRST AMENDMENT TO
FIRST AMENDED AND RESTATED AGREEMENT
OF LIMITED PARTNERSHIP OF LEHIGH GAS PARTNERS LP

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF LEHIGH GAS PARTNERS LP, a Delaware limited partnership (the "***Partnership***") dated as of October 1, 2014, (this "***Amendment***"), is entered into by CrossAmerica GP LLC, a Delaware limited liability company, (the "***General Partner***"), pursuant to its authority granted in Section 13.1(a) of the First Amended and Restated Agreement of Limited Partnership, dated as of October 30, 2012 (the "***First A&R Partnership Agreement***"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the First A&R Partnership Agreement.

RECITALS:

WHEREAS, on October 1, 2014, CST Brands, Inc. purchased from Lehigh Gas Corporation 100% of the membership interests in the General Partner.

WHEREAS, contemporaneously with this Amendment CST GP, LLC, the sole member of the General Partner executed an amendment to the Limited Liability Company Agreement of the General Partner to effect a name change of the General Partner to "CrossAmerica GP LLC".

WHEREAS, the General Partner desires to amend the First A&R Partnership Agreement to effect a name change (the "***Name Change***") of the Partnership to "CrossAmerica Partners LP".

WHEREAS, the General Partner has determined that the Amendment to effect the Name Change is desirable and in the best interests of the Partnership.

WHEREAS, pursuant to Section 2.2 of the First A&R Partnership Agreement, the General Partner may effect a name change of the Partnership at any time and from time to time.

WHEREAS, pursuant to Section 13.1 of the First A&R Partnership Agreement, the General Partner, without the approval of any other Partner, may amend the provisions of the First A&R Partnership Agreement to reflect a name change of the Partnership.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby agree as follows:

Section 1. Amendment to Section 1.1. Section 1.1 is amended to restate the following definitions in their entirety:

" "*General Partner*" means CrossAmerica GP LLC, a Delaware limited liability company, (formerly known as Lehigh Gas GP LLC) and its successors and permitted assigns that are admitted to the Partnership as general partner of the Partnership, in their capacities as general partner of the Partnership (except as the context otherwise requires).

"*Partnership*" means CrossAmerica Partners LP, a Delaware limited partnership.

Section 2. Amendment to Section 2.2. Section 2.2 is amended and restated in its entirety to read as follows:

"*Name*. The name of the Partnership shall be "CrossAmerica Partners LP." The Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "Limited Partnership," "L.P.," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners."

Section 3. Miscellaneous. The provisions of the First A&R Partnership Agreement shall remain in full force and effect except as expressly amended and modified as set forth in this Amendment. This Amendment and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Delaware without regard to any choice of law principles. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

GENERAL PARTNER:

CROSSAMERICA GP LLC

By: /s/ Gérard J. Sonnier
Name: Gérard J. Sonnier
Title: Corporate Secretary

SIGNATURE PAGE TO
AMENDMENT TO FIRST AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

Exhibit 10.1

Execution Version

WAIVER, SECOND AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT AND JOINDER

THIS WAIVER, SECOND AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT AND JOINDER (this "Amendment"), dated as of September 30, 2014, is by and among **LEHIGH GAS PARTNERS LP**, a Delaware limited partnership (the "Partnership"), **LEHIGH GAS WHOLESALE SERVICES, INC.**, a Delaware corporation ("Services" and together with the Partnership, the "Borrowers"), the Material Domestic Subsidiaries of the Partnership party hereto (collectively, the "Guarantors"), the Lenders (as defined below) party hereto and **CITIZENS BANK OF PENNSYLVANIA**, as administrative agent on behalf of the Lenders under the Credit Agreement (as hereinafter defined) (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

W I T N E S S E T H

WHEREAS, the Borrowers, the Guarantors, certain banks and financial institutions from time to time party thereto (the "Lenders") and the Administrative Agent are parties to that certain Third Amended and Restated Credit Agreement dated as of March 4, 2014 (as amended by that certain First Amendment to Third Amended and Restated Credit Agreement dated as of July 2, 2014 and as further amended , modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement");

WHEREAS, the Borrowers have notified the Administrative Agent that they are requesting an increase to the Revolving Committed Amount (the "Revolver Increase") in an aggregate principal amount of $100,000,000;

WHEREAS, the Credit Parties have informed the Administrative Agent that the Partnership will change its registered legal name to CrossAmerica Partners LP on or after October 1, 2014 (the "Name Change");

WHEREAS, pursuant to Section 6.8 of the Credit Agreement, the Credit Parties are required to provide thirty (30) days prior written notice of the Name Change to the Administrative Agent (the "Notice Requirement");

WHEREAS, the Credit Parties have requested that the Administrative Agent waive the Notice Requirement with respect to the Name Change;

WHEREAS, the Credit Parties have requested that the Required Lenders amend certain provisions of the Credit Agreement; and

WHEREAS, (i) such Lenders are willing to provide the Revolver Increase, (ii) the Administrative Agent is willing to waive the Notice Requirement and (iii) the Required Lenders are willing to make such amendments to the Credit Agreement, in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

WAIVER

1.1 Waiver. Notwithstanding the provisions of the Credit Agreement to the contrary, the Administrative Agent hereby irrevocably waives, on a one time basis and solely with respect to the Name Change, the Notice Requirement.

1.2 Effectiveness of Waiver. This Waiver shall be effective only to the extent specifically set forth herein and shall not (a) be construed as a consent to or waiver of any breach, Default or Event of Default other than as specifically consented to herein nor as a consent to any breach, Default or Event of Default of which the Lenders have not been informed by the Credit Parties, (b) affect the right of the Lenders to demand compliance by the Credit Parties with all terms and conditions of the Credit Parties, except as specifically consented to herein, (c) be deemed a consent to any transaction or future action on the part of the Credit Parties requiring the Lenders' or the Required Lenders' consent or approval under the Credit Documents, except as specifically set forth herein or (d) except as set forth herein, be deemed or construed to be a waiver or release of, or a limitation upon, the Administrative Agent's or the Lenders' exercise of any rights or remedies under the Credit Agreement or any other Credit Document, whether arising as a consequence of any Default or Event of Default which may now exist or otherwise, all such rights and remedies hereby being expressly reserved.

ARTICLE II

AMENDMENT TO CREDIT AGREEMENT

2.1 Amendments to Credit Agreement. From and after the Amendment Effective Date (as hereinafter defined), the Credit Agreement is amended pursuant to this Amendment and amendments to the Credit Agreement prior to the date hereof to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached as Annex A to this Amendment.

2.2 Amendments to Schedules and Exhibits. From and after the Amendment Effective Date, those certain Schedules and Exhibits attached as Annex B to this Amendment shall replace the corresponding Schedules and Exhibits to the Credit Agreement to reflect amendments pursuant to this Amendment and amendments to the Credit Agreement prior to the date hereof. All other Schedules and Exhibits to the Credit Agreement shall not be modified or otherwise affected.

2.3 Credit Agreement Governs. Except as set forth in this Amendment and in the form of the Credit Agreement attached hereto as Annex A to this Amendment, the Revolving Facility Increase shall be of the same Class as the Revolving Loans, shall have identical terms as the Revolving Loans and shall otherwise be subject to the provisions, including any provisions restricting the rights, or regarding the obligations, of the Credit Parties or any provisions regarding the rights of the Lenders, of the Credit Agreement and the other Credit Documents.

2.4 Incremental Facility. For the avoidance of doubt, the Revolver Increase contemplated by this Amendment shall not reduce the incremental facility permitted by Section 2.22 of the Credit Agreement.

ARTICLE III
JOINDER

Services is currently a "Guarantor" under the Credit Agreement. The Partnership elects to join Services as a Borrower under the Credit Agreement.

Accordingly, Services and the Partnership hereby agree as follows with the Administrative Agent, for the benefit of the Lenders:

Services hereby acknowledges, agrees and confirms that, by its execution of this Amendment, Services will be deemed to be a "Borrower" under the Credit Agreement and shall have all of the obligations of a Borrower thereunder as if it had executed the Credit Agreement in such capacity. Services hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions applicable to the Credit Parties contained in the applicable Credit Documents, including, without limitation (a) all of the representations and warranties set forth in Article III of the Credit Agreement and (b) all of the affirmative and negative covenants set forth in Articles V and VI of the Credit Agreement.

The Partnership confirms that the Credit Agreement is, and upon Services becoming a Borrower thereunder, shall continue to be, in full force and effect. The parties hereto confirm and agree that immediately upon Services becoming a Borrower, Services shall cease to be a "Guarantor" under the Credit Agreement and shall instead be a Borrower thereunder.

ARTICLE IV
CONDITIONS TO EFFECTIVENESS

4.1 Closing Conditions. This Amendment shall become effective on the date hereof (the "Amendment Effective Date") upon satisfaction of the following conditions (in each case, in form and substance reasonably acceptable to the Administrative Agent):

(a) Executed Amendment. The Administrative Agent shall have received a copy of this Amendment duly executed by each of the Credit Parties, the Required Lenders, the Lenders providing the Revolver Increase and the Administrative Agent.

(b) Revolver Increase. The Administrative Agent shall have received an officer's certificate signed by an authorized officer of the Partnership attaching updated financial projections demonstrating that, after giving effect to the Revolver Increase on the Amendment Effective Date and any borrowings thereunder on the Amendment Effective Date for such Revolver Increase on a Pro Forma Basis, the Borrowers will be in compliance with the financial covenants set forth in Section 5.9 of the Credit Agreement.

(c) Organizational Documents. The Administrative Agent shall have received the following, each in form and substance reasonably satisfactory to the Administrative Agent, an officer's certificate (A) certifying that the articles of incorporation or other organizational documents, as applicable, of each Credit Party (other than Services) that were delivered on the Closing Date or the date on which any Credit Party was joined as a Guarantor pursuant to a Joinder Agreement (the "Joinder Date") remain true and complete as of the Amendment Effective Date (or certified updates as applicable), (B) attaching a copy of the certified articles of incorporation of Services certified (x) by an officer of Services as of the Amendment Effective Date to be true and correct and in force and effect as of such date, and (y) to be true and complete as of a recent date by the Secretary of State of the State of Delaware, (C) certifying that the bylaws, operating agreements or partnership agreements of each Credit Party (other than Services) that were delivered on the Closing Date or Joinder Date remain true and correct and in force and effect as of the Amendment Effective Date (or certified updates as applicable), (D) attaching a copy of the bylaws of Services certified by an officer of Services as of the Amendment Effective Date to be true and correct and in force and effect as of the Amendment Effective Date, (E) certifying that the resolutions of the board of directors of each Credit Party (other than Services) that were delivered on the Closing Date or Joinder Date remain true and correct and in force and effect as of the Amendment Effective Date, (F) attaching a copy of the resolutions of the board of directors of Services approving and adopting the Credit Documents, as amended by this Amendment, the Transactions and authorizing execution and delivery thereof, certified by an officer of Services as of the Amendment Effective Date to be true and correct and in force and effect as of such date, (G) attaching certificates of good standing, existence or its equivalent with respect to each Credit Party certified as of a recent date by the appropriate Governmental Authorities of the state of incorporation or organization and (H) certifying that each officer listed in the incumbency certification contained in each Credit Party's Secretary's Certificate, delivered on the Closing Date or Joinder Date remains a duly elected and qualified officer of such Credit Party and such officer remains duly authorized to execute and deliver on behalf of such Credit Party the Amendment or attaching a new incumbency certificate for each officer signing this Amendment.

(d) Legal Opinion. The Administrative Agent shall have received an opinion or opinions of counsel for the Credit Parties, dated the Amendment Effective Date and addressed to the Administrative Agent and the Lenders, which shall be in form and substance satisfactory to the Administrative Agent.

(e) Solvency Certificate. The Administrative Agent shall have received an officer's certificate prepared by the chief financial officer or other Authorized Officer approved by the Administrative Agent of the Partnership as to the financial condition, solvency and related matters of the Credit Parties and their Subsidiaries, after giving effect to the Amendment and the initial borrowings on the Amendment Effective Date, if any, pursuant to the Revolver Increase.

(f) Default. Both before and after giving effect to this Amendment, no Default or Event of Default shall exist.

(g) Fees and Expenses. The Administrative Agent shall have received from the Borrowers all fees and expenses that are payable in connection with the consummation of the transactions contemplated hereby and King & Spalding LLP shall have received from the Borrowers payment of all outstanding fees and expenses previously incurred and all fees and expenses incurred in connection with this Amendment.

(h) Miscellaneous. All other documents and legal matters in connection with the transactions contemplated by this Amendment shall be reasonably satisfactory in form and substance to the Administrative Agent and its counsel.

ARTICLE V
MISCELLANEOUS

5.1 Amended Terms. On and after the Amendment Effective Date, all references to the Credit Agreement in each of the Credit Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms. This Amendment shall not (a) be construed as a waiver of any breach, Default or Event of Default, (b) affect the right of the Lenders to demand compliance by the Credit Parties with all terms and conditions of the Credit Documents, except as specifically modified by this Amendment, (c) be deemed a waiver of any transaction or future action on the part of the Credit Parties requiring the Lenders' or the Required Lenders' consent or approval under the Credit Documents, or (d) be deemed or construed to be a waiver or release of, or a limitation upon, the Administrative Agent's or the Lenders' exercise of any rights or remedies under the Credit Agreement or any other Credit Document, whether arising as a consequence of any Default or Event of Default which may now exist or otherwise, all such rights and remedies hereby being expressly reserved.

5.2 Representations and Warranties of Credit Parties. Each of the Credit Parties represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such Person of this Amendment.

(d) The representations and warranties set forth in Article III of the Credit Agreement are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof, except to the extent that any such representation and warranty specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof.

(e) Both before and after giving effect to this Amendment, no event has occurred and is continuing which constitutes a Default or an Event of Default.

(f) The Security Documents continue to create a valid security interest in, and Lien upon, the Collateral, in favor of the Administrative Agent, for the benefit of the Lenders, which security interests and Liens are perfected in accordance with the terms of the Security Documents and prior to all Liens other than Permitted Liens.

(g) The Credit Party Obligations are not reduced or modified by this Amendment and are not subject to any offsets, defenses or counterclaims.

5.3 Reaffirmation of Credit Party Obligations. Each Credit Party hereby ratifies the Credit Agreement, as amended by this Amendment, and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Agreement, as amended by this Amendment, applicable to it and (b) that it is responsible for the observance and full performance of its respective Credit Party Obligations.

5.4 Credit Document. This Amendment shall constitute a Credit Document under the terms of the Credit Agreement.

5.5 Expenses. The Borrowers agree to pay all reasonable costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation the reasonable fees and expenses of the Administrative Agent's legal counsel.

5.6 Further Assurances. The Credit Parties agree to promptly take such action, upon the request of the Administrative Agent, as is necessary to carry out the intent of this Amendment.

5.7 Entirety. This Amendment and the other Credit Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

5.8 Counterparts; Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Amendment by telecopy or other electronic means shall be effective as an original and shall constitute a representation that an original will be delivered.

5.9 No Actions, Claims, Etc. As of the date hereof, each of the Credit Parties hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Administrative Agent, the Lenders, or the Administrative Agent's or the Lenders' respective officers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Credit Agreement on or prior to the date hereof.

5.10 GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

5.11 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.12 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 9.13 and 9.16 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be duly executed on the date first above written.

BORROWERS:

LEHIGH GAS PARTNERS LP,
a Delaware limited partnership

By: Lehigh Gas GP LLC, its general partner

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: Chief Executive Officer

LEHIGH GAS WHOLESALE SERVICES, INC., a Delaware corporation

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

GUARANTORS:

LGP OPERATIONS LLC,
a Delaware limited liability company

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

LEHIGH GAS WHOLESALE LLC,
a Delaware limited liability company

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS LP,
a Delaware limited partnership

By: LGP Realty Holdings GP LLC, its general partner

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

EXPRESS LANE, INC.,
a Florida corporation

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS GP LLC,
a Delaware limited liability company

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

PETROLEUM MARKETERS, INCORPORATED,
a Virginia corporation

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

PM TERMINALS, INC.,
a Virginia corporation

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

PM PROPERTIES, INC.,
a Virginia corporation

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

STOP IN FOOD STORES, INC.,
a Virginia corporation

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: President

ADMINISTRATIVE AGENT:

CITIZENS BANK OF PENNSYLVANIA, as Lender and as Administrative Agent on behalf of the Lenders

By: /s/ Dale R. Carr
Name: Dale R. Carr
Title: Senior Vice President

LENDER:

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ John Dravenstott
Name: John Dravenstott
Title: Vice President

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Darcy McLaren
Name: Darcy McLaren
Title: Director

LENDER:

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Andrew Richards
Name: Andrew Richards
Title: SVP

LENDER:

MANUFACTURERS AND TRADERS TRUST COMPANY, as a Lender

By: /s/ John A. Kintzer
Name: John A. Kintzer
Title: VP

LENDER:

ROYAL BANK OF CANADA,
as a Lender

By: /s/ Don J. McKinnerney
Name: Don J. McKinnerney
Title: Authorized Signatory

LENDER:

SANTANDER BANK, N.A.,
as a Lender

By: /s/ Francis D. Phillips
Name: Francis D. Phillips
Title: Senior Vice President

LENDER:

PEOPLE'S UNITED BANK,
as a Lender

By: /s/ David Denlinger
Name: David Denlinger
Title: Regional Manager, SVP

LENDER:

RAYMOND JAMES BANK, N.A.,
as a Lender

By: /s/ Scott G. Axelrod
Name: Scott G. Axelrod
Title: Vice President

LENDER:

BARCLAYS BANK PLC,
as a Lender

By: /s/ Irina Dimova
Name: Irina Dimova
Title: Vice President

LENDER:

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Nancy McIver
Name: Nancy McIver
Title: Senior Vice President

LENDER:

FIRST NIAGARA BANK N.A.,
as a Lender

By: /s/ Kenneth E. Remick
Name: Kenneth E. Remick
Title: VP, Corporate Banking

LENDER:

CADENCE BANK, N.A.,
as a Lender

By: /s/ Mike Ross
Name: Mike Ross
Title: Executive Vice President

LENDER:

LAFAYETTE AMBASSADOR BANK,
as a Lender

By: /s/ Gary E. Maurer
Name: GARY E MAURER
Title: SENIOR VICE PRESIDENT

LENDER:

FIRST TENNESSEE BANK, N.A. as a Lender

By: /s/ Keith A. Sherman
Name: Keith A. Sherman
Title: Senior Vice President

LENDER:

J.P. MORGAN CHASE BANK, NA, as a Lender

By: /s/ Sarah L. Freedman
Name: Sarah L. Freedman
Title: Executive Director

LENDER:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a Lender

By: /s/ Mark Oberreuter
Name: Mark Oberreuter
Title: Vice President

ANNEX A

Amended Third Amended and Restated Credit Agreement

See Attached.

ANNEX A

Amended Third Amended and Restated Credit Agreement

~~**EXECUTION VERSION**~~***Published CUSIP Number:*** *52481KAC8*
52481KAD6

$~~450,000,000~~**550,000,000**

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

among

LEHIGH GAS PARTNERS LP~~,~~
~~as Borrower~~
and
LEHIGH GAS WHOLESALE SERVICES, INC.,
as Borrowers,

CERTAIN DOMESTIC SUBSIDIARIES OF THE ~~BORROWER~~**BORROWERS**
FROM TIME TO TIME PARTY HERETO,
as Guarantors,

THE LENDERS PARTY HERETO,

and

CITIZENS BANK OF PENNSYLVANIA,
as Administrative Agent

Dated as of March 4, 2014

~~RBS CITIZENS, N.A.,~~**as amended by that certain First Amendment dated as of July 2, 2014 and that certain Second Amendment dated as of September 30, 2014**

CITIZENS BANK, NATIONAL ASSOCIATION
KEYBANK NATIONAL ASSOCIATION
and
WELLS FARGO SECURITIES, LLC
as Joint Lead Arranger and Joint Bookrunners

KEYBANK NATIONAL ASSOCIATION

and
WELLS FARGO BANK, NATIONAL ASSOCIATION
as Co-Syndication Agents

and

BANK OF AMERICA, N.A.,
MANUFACTURERS AND TRADERS TRUST COMPANY,
ROYAL BANK OF CANADA
and
SANTANDER BANK, N.A.
As Co-Documentation Agents

Prepared by:

KING & SPALDING

TABLE OF CONTENTS

Schedules

Exhibits

THIS THIRD AMENDED AND RESTATED CREDIT AGREEMENT, dated as of March 4, 2014, is by and among **LEHIGH GAS PARTNERS LP**, a Delaware limited partnership (the "~~Borrower~~**Partnership"), LEHIGH GAS WHOLESALE SERVICES, INC., a Delaware corporation ("Services**"), the Guarantors (as hereinafter defined), the Lenders (as hereinafter defined), **KEYBANK NATIONAL ASSOCIATION**, as syndication agent and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as syndication agent (together, the "Co-Syndication Agents"), **BANK OF AMERICA, N.A.**, as documentation agent, **MANUFACTURERS AND TRADERS TRUST COMPANY**, as documentation agent, **ROYAL BANK OF CANADA**, as documentation agent and **SANTANDER BANK, N.A.**, as documentation agent (together, the "Co-Documentation Agents") and **CITIZENS BANK OF PENNSYLVANIA**, as administrative agent for the Lenders hereunder (in such capacity, the "Administrative Agent"). **The Partnership and Services are sometimes referred to herein as a "Borrower" and collectively, the "Borrowers".**

W I T N E S S E T H:

WHEREAS, the Credit Parties (as hereinafter defined) and certain of the Lenders are parties to the Previous Credit Agreement (as hereinafter defined);

WHEREAS, the Lenders and the Credit Parties have agreed to amend and restate the Previous Credit Agreement in its entirety as set forth in this Agreement; and

WHEREAS, the Lenders have agreed to make such loans and other financial accommodations to the Credit Parties on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms.

As used in this Agreement, terms defined in the preamble to this Agreement have the meanings therein indicated, and the following terms have the following meanings:

"Accessible Borrowing Availability" shall mean, as of any date of determination, the amount that the ~~Borrower is~~**Borrowers are** able to borrow on such date under the Revolving Committed Amount without an Event of Default occurring or existing after giving pro forma effect to such borrowing.

"Account Designation Notice" shall mean the Account Designation Notice dated as of the Closing Date from the ~~Borrower~~**Partnership** to the Administrative Agent in substantially the form attached hereto as Exhibit 1.1(a).

"Additional Credit Party" shall mean each Person that becomes a Guarantor by execution of a Joinder Agreement in accordance with Section 5.10.

"Administrative Agent" or "Agent" shall have the meaning set forth in the first paragraph of this Agreement and shall include any successors in such capacity.

"Administrative Questionnaire" shall mean an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" shall mean, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the Person specified.

"Agreement" or "Credit Agreement" shall mean this Agreement, as amended, modified, extended, restated, replaced, or supplemented from time to time in accordance with its terms.

"Alternate Base Rate" shall mean, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the sum of (i) LIBOR (as determined pursuant to the definition of LIBOR), for an Interest Period of one (1) month commencing on such day plus (ii) 1.00%, in each instance as of such date of determination. For purposes hereof: "Prime Rate" shall mean, at any time, the rate of interest per annum publicly announced or otherwise identified from time to time by Citizens at its principal office in Boston, Massachusetts as its prime rate. Each change in the Prime Rate shall be effective as of the opening of business on the day such change in the Prime Rate occurs. The parties hereto acknowledge that the rate announced publicly by Citizens as its Prime Rate is an index or base rate and shall not necessarily be its lowest or best rate charged to its customers or other banks; and "Federal Funds Effective Rate" shall mean, for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published on the next succeeding Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it**; provided that if the Federal Funds Effective Rate shall be less than zero such rate shall be deemed to be zero for purposes of this Agreement**. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive in the absence of manifest error) (A) that it is unable to ascertain the Federal Funds Effective Rate, for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms above or (B) that the Prime Rate or LIBOR no longer accurately reflects an accurate determination of the prevailing Prime Rate or LIBOR, the Administrative Agent may select a reasonably comparable index or source to use as the basis for the Alternate Base Rate, until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in any of the foregoing will become effective on the effective date of such change in the Federal Funds Effective Rate, the Prime Rate or LIBOR for an Interest Period of one (1) month. Notwithstanding anything contained herein to the contrary, to the extent that the provisions of Section 2.13 shall be in effect in determining LIBOR pursuant to clause (c) hereof, the Alternate Base Rate shall be the greater of (i) the Prime Rate in effect on such day and (ii) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%.

"Alternate Base Rate Loans" shall mean Loans that bear interest at an interest rate based on the Alternate Base Rate.

"Anti-Corruption Laws" shall have the meaning set forth in Section 3.18.

"Anti-Terrorism Order" shall mean that certain Executive Order 13224 signed into law on September 23, 2001.

"Applicable Margin" shall mean, for any day, the rate per annum set forth below opposite the applicable level then in effect (based on the Total Leverage Ratio), it being understood that the Applicable Margin for (a) Revolving Loans that are Alternate Base Rate Loans shall be the percentage set forth under the column "Base Rate Margin", (b) Revolving Loans that are LIBOR Rate Loans shall be the percentage set forth under the column "LIBOR Margin & L/C Fee", (c) the Letter of Credit Fee shall be the percentage set forth under the column "LIBOR Margin & L/C Fee", and (d) the Commitment Fee shall be the percentage set forth under the column "Commitment Fee":

Applicable Margin				
Level	Total Leverage Ratio	LIBOR Margin & L/C Fee	Base Rate Margin	Commitment Fee
I	Less than 2.50 to 1.00	2.00%	1.00%	0.350%
II	Greater than or equal to 2.50 to 1.00 but less than 3.00 to 1.00	2.25%	1.25%	0.375%
III	Greater than or equal to 3.00 to 1.00 but less than 3.50 to 1.00	2.50%	1.50%	0.400%
IV	Greater than or equal to 3.50 to 1.00 but less than 4.00 to 1.00	2.75%	1.75%	0.450%
V	Greater than or equal to 4.00 to 1.00 but less than 4.50 to 1.00	3.00%	2.00%	0.500%
VI	Greater than or equal to 4.50 to 1.00	3.25%	2.25%	0.500%

The Applicable Margin shall, in each case, be determined and adjusted quarterly on the date five (5) Business Days after the date on which the Administrative Agent has received from the ~~Borrower~~**Borrowers** the quarterly financial information (in the case of the first three fiscal quarters of the ~~Borrower's~~**Borrowers'** fiscal year), the annual financial information (in the case of the fourth fiscal quarter of the ~~Borrower's~~**Borrowers'** fiscal year) and the certifications required to

be delivered to the Administrative Agent and the Lenders in accordance with the provisions of Sections 5.1(a), 5.1(b) and 5.2(b) (each an "Interest Determination Date"). Such Applicable Margin shall be effective from such Interest Determination Date until the next such Interest Determination Date. After the Closing Date, if the Credit Parties shall fail to provide the financial information or certifications in accordance with the provisions of Sections 5.1(a), 5.1(b) and 5.2(b), the Applicable Margin shall, on the date five (5) Business Days after the date by which the Credit Parties were so required to provide such financial information or certifications to the Administrative Agent and the Lenders, be based on Level VI until such date as such information or certifications or corrected information or corrected certificates are provided, whereupon the Level shall be determined by the then current Total Leverage Ratio. Notwithstanding the foregoing, the initial Applicable Margins shall be set no lower than that set forth in Level III until the financial information and certificates required to be delivered pursuant to Sections 5.1(b) and 5.2(b) for the first full fiscal quarter to occur following the Closing Date have been delivered to the Administrative Agent, for distribution to the Lenders; provided that if the quarterly financial information as of the most recent Interest Determination Date would result in a higher Applicable Margin (i.e. Level VI), such higher Applicable Margin shall apply. In the event that any financial statement or certification delivered pursuant to Sections 5.1 or 5.2 is shown to be inaccurate (regardless of whether this Agreement or the Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an "Applicable Period") than the Applicable Margin applied for such Applicable Period, the ~~Borrower~~**Borrowers** shall immediately (a) deliver to the Administrative Agent a corrected compliance certificate for such Applicable Period, (b) determine the Applicable Margin for such Applicable Period based upon the corrected compliance certificate, and (c) immediately pay to the Administrative Agent for the benefit of the Lenders the accrued additional interest and other fees owing as a result of such increased Applicable Margin for such Applicable Period, which payment shall be promptly distributed by the Administrative Agent to the Lenders entitled thereto. It is acknowledged and agreed that nothing contained herein shall limit the rights of the Administrative Agent and the Lenders under the Credit Documents, including their rights under Sections 2.8 and 7.1.

"Applicable Percentage" shall mean, with respect to any Revolving Lender, the percentage of the total Revolving Commitments represented by such Revolving Lender's Revolving Commitment. If the Revolving Commitments have terminated or expired, the Applicable Percentage shall be determined based on the Revolving Commitments most recently in effect, giving effect to any assignments.

"Approved Bank" shall have the meaning set forth in the definition of "Cash Equivalents."

"Approved Fund" shall mean any Fund that is administered, managed or underwritten by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Assignment and Assumption" shall mean an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.6), and accepted by the Administrative Agent, in substantially the form of Exhibit 1.1(b) or any other form approved by the Administrative Agent.

"Authorized Officers" shall mean the Responsible Officers set forth on Schedule 3.29.

"Auto-Extension Letter of Credit" shall have the meaning set forth in Section 2.3(k).

"Bank Product" shall mean any of the following products, services or facilities extended to any Credit Party or any Subsidiary by any Bank Product Provider: (a) Cash Management Services; (b) products under any Hedging Agreement; and (c) commercial credit card, purchase card and merchant card services; provided, however, that for any of the foregoing to be included as "Credit Party Obligations" for purposes of a distribution under Section 2.11(b), the applicable Bank Product Provider must have previously provided a Bank Product Provider Notice to the Administrative Agent which shall provide the following information: (i) the existence of such Bank Product and (ii) the maximum dollar amount (if reasonably capable of being determined) of obligations arising thereunder (the "Bank Product Amount"). The Bank Product Amount may be changed from time to time upon written notice to the Administrative Agent by the Bank Product Provider. Any Bank Product established from and after the time that the Lenders have received written notice from the ~~Borrower~~**Borrowers** or the Administrative Agent that an Event of Default exists, until such Event of Default has been waived in accordance with Section 9.1, shall not be included as "Credit Party Obligations" for purposes of a distribution under Section 2.11(b).

"Bank Product Amount" shall have the meaning set forth in the definition of Bank Product.

"Bank Product Debt" shall mean the Indebtedness and other obligations of any Credit Party or Subsidiary relating to Bank Products.

"Bank Product Provider" shall mean any Person that provides Bank Products to a Credit Party or any Subsidiary to the extent that (a) such Person is a Lender, an Affiliate of a Lender or any other Person that was a Lender (or an Affiliate of a Lender) at the time it entered into the Bank Product but has ceased to be a Lender (or whose Affiliate has ceased to be a Lender) under the Credit Agreement or (b) such Person is a Lender or an Affiliate of a Lender on the Closing Date and the Bank Product was entered into on or prior to the Closing Date (even if such Person ceases to be a Lender or such Person's Affiliate ceases to be a Lender).

"Bank Product Provider Notice" shall mean a notice substantially in the form of Exhibit 1.1(g).

"Bankruptcy Code" shall mean the Bankruptcy Code in Title 11 of the United States Code, as amended, modified, succeeded or replaced from time to time.

"Bankruptcy Event" shall mean any of the events described in Section 7.1(f).

"Borrower" shall have the meaning set forth in the first paragraph of this Agreement.

"Borrowing Date" shall mean, in respect of any Loan, the date such Loan is made.

"Business" shall have the meaning set forth in Section 3.10(b).

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in Boston, Massachusetts or New York, New York are authorized or required by law to close; provided, however, that when used in connection with a rate determination, borrowing or payment in respect of a LIBOR Rate Loan, the term "Business Day" shall also exclude any day on which banks in London, England are not open for dealings in Dollar deposits in the London interbank market.

"Capital Lease" shall mean any lease of property, real or personal, the obligations with respect to which are required to be capitalized on a balance sheet of the lessee in accordance with GAAP.

"Capital Lease Obligations" shall mean, with respect to each Capital Lease, the amount of the liability reflecting the aggregate discounted amount of future payments under such Capital Lease calculated in accordance with GAAP, statement of financial accounting standards No. 13 (as amended and modified from time to time) and any corresponding future interpretations by the Financial Accounting Standards Board or any successor thereto relating to a Capital Lease determined in accordance with GAAP.

"Cash Collateralize" shall mean to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Lender or Swingline Lender (as applicable) and the Lenders, as collateral for LOC Obligations, obligations in respect of Swingline Loans, or obligations of Lenders to fund participations in respect of either thereof (as the context may require), cash or deposit account balances or, if the Issuing Lender or Swingline Lender benefiting from such collateral shall agree in its sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to (a) the Administrative Agent and (b) the Issuing Lender or the Swingline Lender. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"Cash Equivalents" shall mean (a) securities issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition ("Government Obligations"), (b) Dollar denominated time deposits, certificates of deposit, Eurodollar time deposits and Eurodollar certificates of deposit of (i) any domestic commercial bank of recognized standing having capital and surplus in excess of $500,000,000 or (ii) any bank whose short-term commercial paper rating at the time of the acquisition thereof is at least A-1 or the equivalent thereof from S&P is at least P-1 or the equivalent thereof from Moody's (any such bank being an "Approved Bank"), in each case with maturities of not more than 364 days from the date of acquisition, (c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within six months of the date of acquisition, (d) repurchase agreements with a term of not more than thirty (30) days with a bank or trust company (including a Lender) or a recognized securities dealer having capital and surplus in excess of $500,000,000 for direct obligations issued by or fully guaranteed by the United States of

America, (e) obligations of any state of the United States or any political subdivision thereof for the payment of the principal and redemption price of and interest on which there shall have been irrevocably deposited Government Obligations maturing as to principal and interest at times and in amounts sufficient to provide such payment, (f) money market accounts subject to Rule 2a-7 of the Investment Company Act of 1940 ("Rule 2a-7") which consist primarily of cash and cash equivalents set forth in clauses (a) through (e) above and of which 95% shall at all times be comprised of First Tier Securities (as defined in Rule 2a-7) and any remaining amount shall at all times be comprised of Second Tier Securities (as defined in Rule 2a-7) and (g) shares of any so-called "money market fund"; provided that such fund is registered under the Investment Company Act of 1940, has net assets of at least $500,000,000 and has an investment portfolio with an average maturity of 365 days or less.

"Cash Management Services" shall mean any services provided from time to time to any Credit Party or Subsidiary in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automatic clearinghouse, controlled disbursement, depository, electronic funds transfer, information reporting, lockbox, stop payment, overdraft and/or wire transfer services and all other treasury and cash management services.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"CERCLIS" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

"Change in Law" shall mean the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" shall mean at any time the occurrence of any of the following events: (a) ~~the General Partner shall cease to be the sole general partner of the Borrower; (b) the Topper Owners~~**CST Brands and its Subsidiaries** shall cease, directly or indirectly, to beneficially own (as such term is defined in Rule 13d-3 under the Exchange Act) more than 50% of the Equity Interests in the General Partner; ~~or (c~~**(b)** any Person (other than ~~the Topper Owners~~**CST Brands and its Subsidiaries**) shall Control the General Partner**; (c) the General Partner shall cease to be the sole general partner of the Partnership; or (d) the Partnership and its Subsidiaries shall fail to Control Services**.

"Citizens" shall mean Citizens Bank of Pennsylvania~~,~~ **together with its successors and/or assigns.**

"Citizens Bank" shall mean Citizens Bank, National Association (formerly known as RBS Citizens, N.A.) together with its successors and/or assigns.

"Closing Date" shall mean the date of this Agreement.

"Co-Documentation Agents" shall have the meaning set forth in the first paragraph of this Agreement.

"Co-Syndication Agents" shall have the meaning set forth in the first paragraph of this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Collateral" shall mean a collective reference to the collateral which is identified in, and at any time will be covered by, the Security Documents and any other property or assets of a Credit Party, whether tangible or intangible and whether real or personal, that may from time to time secure the Credit Party Obligations; provided that there shall be excluded from the Collateral (a) any account, instrument, chattel paper or other obligation or property of any kind due from, owed by, or belonging to, a Sanctioned Person or Sanctioned Entity or (b) any lease in which the lessee is a Sanctioned Person or Sanctioned Entity.

"Commitment" shall mean the Revolving Commitments, the LOC Commitment and the Swingline Commitment, individually or collectively, as appropriate.

"Commitment Fee" shall have the meaning set forth in Section 2.5(a).

"Commitment Percentage" shall mean the Revolving Commitment Percentage.

"Commitment Period" shall mean (a) with respect to Revolving Loans and Swingline Loans, the period from and including the Closing Date to but excluding the Revolver Maturity Date and (b) with respect to Letters of Credit, the period from and including the Closing Date to but excluding the date that is thirty (30) days prior to the Revolver Maturity Date.

"Committed Funded Exposure" shall mean, as to any Lender at any time, the aggregate principal amount at such time of its outstanding Loans, LOC Obligations and Participation Interests at such time.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

"Commonly Controlled Entity" shall mean an entity, whether or not incorporated, which is under common control with ~~the~~**a** Borrower within the meaning of Section 4001(b)(1) of ERISA or is part of a group which includes ~~the~~**a** Borrower and which is treated as a single employer under

Section 414(b) or 414(c) of the Code or, solely for purposes of Section 412 of the Code to the extent required by such Section, Section 414(m) or 414(o) of the Code~~.~~**; provided, however, for purposes of this Agreement, CST Brands and its Subsidiaries which are not Subsidiaries of any Credit Party shall not be deemed to be a "Commonly Controlled Entity" with any Credit Party.**

"Conflicts Committee" shall have the meaning set forth in Section 6.6.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated" shall mean, when used with reference to financial statements or financial statement items of the ~~Borrower~~**Partnership** and its Subsidiaries or any other Person, such statements or items on a consolidated basis in accordance with the consolidation principles of GAAP.

"Consolidated EBITDA" shall mean, as of any date of determination for the four (4) consecutive fiscal quarter period ending on such date, without duplication, (a) Consolidated Net Income for such period plus (b) the sum of the following to the extent deducted in calculating Consolidated Net Income for such period: (i) Consolidated Interest Expense for such period, (ii) tax expense (including, without limitation, any federal, state, local and foreign income and similar taxes) of the Credit Parties and their Subsidiaries for such period, (iii) depreciation and amortization expense of the Credit Parties and their Subsidiaries for such period, (iv) other non-cash charges (excluding reserves for future cash charges) of the Credit Parties and their Subsidiaries for such period, including non-cash charges for impairments, Equity Interest Compensation and distribution accretion charges, (v) transaction fees and expenses incurred in connection with negotiation, execution, and delivery of this Agreement (and any subsequent modification or amendment of this Agreement) in an aggregate amount not to exceed $6,000,000 in the aggregate, (vi) fees and expenses incurred in connection with any Permitted Acquisition or Disposition permitted pursuant to Section 6.4, regardless of whether such acquisition or Disposition closes; provided that the amount of such fees and expenses for such acquisition shall not exceed 10.0% of the total consideration paid (or proposed to be paid), (vii) expenses incurred in connection with the offering of Equity Interests in the ~~Borrower~~**Partnership** or an offering of Qualified Senior Notes, in each case, only to the extent such expenses are reasonable and customary for such offerings, as approved by the Administrative Agent in its reasonable discretion, (viii) other extraordinary expenses not incurred in the ordinary course of business in an aggregate amount not to exceed $1,000,000 in any twelve (12) month period, and (ix) extra ordinary losses minus (c) non-cash charges previously added back to Consolidated Net Income in determining Consolidated EBITDA to the extent such non-cash charges have become cash charges during such period minus (d) any other non-recurring, non-cash gains during such period (including, without limitation, (i) gains from the sale or exchange of assets and (ii) gains from early extinguishment of Indebtedness or Hedging Agreements of the Credit Parties and their Subsidiaries).

"Consolidated Funded Debt" shall mean, as of any date of determination, Funded Debt of the Credit Parties and their Subsidiaries on a Consolidated basis.

"Consolidated Interest Coverage Ratio" shall mean, as of any date of determination, for the Credit Parties and their Subsidiaries on a Consolidated basis, the ratio of (a) Consolidated EBITDA for the four (4) consecutive fiscal quarter period ending on such date, to (b) Consolidated Interest Expense for the four (4) consecutive fiscal quarter period ending on such date.

"Consolidated Interest Expense" shall mean, as of any date of determination for the four (4) consecutive fiscal quarter period ending on such date, all cash interest expense (excluding amortization of debt discount and premium (including amortization of any fees set forth in Section 2.5 hereof), but including the interest component under Capital Leases and synthetic leases, tax retention operating leases, off-balance sheet loans and similar off-balance sheet financing products) for such period of the Credit Parties and their Subsidiaries on a Consolidated basis.

"Consolidated Net Income" shall mean, as of any date of determination for the four (4) consecutive fiscal quarter period ending on such date, the net income ~~(excluding~~**of the Credit Parties and their Subsidiaries on a Consolidated basis for such period, all as determined in accordance with GAAP, plus any cash distributions (including any cash distributions received from FuelCo or any of its Affiliates) actually received from any Person in which any Credit Party owns any Equity Interest of such Person minus the sum of** (a) extraordinary losses and gains, (b) gains or losses from Dispositions not in the ordinary course of business, (c) gains or losses from the early extinguishment of Indebtedness, (d) all non-cash income (excluding any straight-line rental income and receivables generated in the normal course of business), (e) tax credits and other non-cash benefits**,** and (f) income ~~received from~~**attributable to** joint venture investments **(including from FuelCo)** to the extent not received in cash~~)~~ ~~of the Credit Parties and their Subsidiaries on a Consolidated basis for such period, all as determined in accordance with GAAP~~ **and included in the calculation of net income**.

"Contractual Obligation" shall mean, as to any Person, any provision of any security issued by such Person or of any contract, agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound, except for contracts, agreements, instruments or undertakings entered into in the ordinary course of business, contracts, agreements, instruments or undertakings requiring payments by any Credit Party of less than $10,000,000 in any fiscal year or contracts, agreements, instruments or undertakings, the breach of which by a Credit Party would not have a Material Adverse Effect.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Copyright Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to a Person of any right under any Copyright.

"Copyrights" shall mean all copyrights in all Works, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and all renewals thereof.

"Credit Documents" shall mean this Agreement, each of the Notes, any Joinder Agreement, the Letters of Credit, LOC Documents and the Security Documents and all other agreements, documents, certificates and instruments delivered to the Administrative Agent or any Lender by any Credit Party in connection therewith (other than any agreement, document, certificate or instrument related to a Bank Product).

"Credit Party" shall mean any of the ~~Borrower~~**Borrowers** or the Guarantors.

"Credit Party Obligations" shall mean, without duplication, (a) the Obligations and (b) for purposes of the Guaranty, the Security Documents and all provisions under the other Credit Documents relating to the Collateral, the sharing thereof and/or payments from proceeds of the Collateral, all Bank Product Debt, but in all cases excluding Excluded Swap Obligations.

"CST Brands" shall mean CST Brands, Inc. a Delaware corporation.

"Debtor Relief Laws" shall mean the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" shall mean any of the events specified in Section 7.1, whether or not any requirement for the giving of notice or the lapse of time, or both, or any other condition, has been satisfied.

"Default Rate" shall mean (a) when used with respect to the Obligations, other than Letter of Credit Fees, an interest rate equal to (i) for Alternate Base Rate Loans (A) the Alternate Base Rate plus (B) the Applicable Margin applicable to Alternate Base Rate Loans plus (C) 2.00% per annum and (ii) for LIBOR Rate Loans, (A) the LIBOR Rate plus (B) the Applicable Margin applicable to LIBOR Rate Loans plus (C) 2.00% per annum, (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin applicable to Letter of Credit Fees plus 2.00% per annum and (c) when used with respect to any other fee or amount due hereunder, a rate equal to the Applicable Margin applicable to Alternate Base Rate Loans plus 2.00% per annum.

"Defaulting Lender" shall mean, subject to Section 2.21(b) any Lender that, (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the ~~Borrower~~**Borrowers** in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any Issuing Lender, any Swingline Lender or any other Lender

any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swingline Loans) within two (2) Business Days of the date when due, (b) has notified the ~~Borrower~~**Borrowers**, the Administrative Agent or any Issuing Lender or Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the ~~Borrower~~**Borrowers**, to confirm in writing to the Administrative Agent and the ~~Borrower~~**Borrowers** that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the ~~Borrower~~**Borrowers**), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.21(b)) upon delivery of written notice of such determination to the ~~Borrower~~**Borrowers**, each Issuing Lender, each Swingline Lender and each Lender.

"Deposit Account Control Agreement" shall mean an agreement, among a Credit Party, a depository institution, and the Administrative Agent, which agreement is in a form acceptable to the Administrative Agent and which provides the Administrative Agent with "control" (as such term is used in Article 9 of the UCC) over the deposit account(s) described therein, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time.

"Disposition" shall have the meaning set forth in Section 6.4(a).

"Dollars" and "$" shall mean dollars in lawful currency of the United States of America.

"Domestic Lending Office" shall mean, initially, the office of each Lender designated as such Lender's Domestic Lending Office shown in such Lender's Administrative Questionnaire; and thereafter, such other office of such Lender as such Lender may from time to time specify to the Administrative Agent and the ~~Borrower~~**Borrowers** as the office of such Lender at which Alternate Base Rate Loans of such Lender are to be made.

"Domestic Subsidiary" shall mean any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Eligible Assignee" shall mean (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person (other than a natural person) approved by (i) the Administrative Agent, (ii) in the case of any assignment of a Revolving Commitment, the Issuing Lender and (iii) unless an Event of Default has occurred and is continuing and so long as the primary syndication of the Loans has been completed as determined by Citizens, the ~~Borrower~~**Borrowers** (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, "Eligible Assignee" shall not include (A) any Credit Party or any of the Credit Party's Affiliates or Subsidiaries or (B) any Defaulting Lender (or any of their Affiliates).

"Environmental Laws" shall mean any and all applicable foreign, federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirement of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human health or the environment, as now or may at any time be in effect during the term of this Agreement.

"Equity Interests" shall mean (a) in the case of a corporation, capital stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (c) in the case of a partnership, partnership interests (whether general, preferred or limited), (d) in the case of a limited liability company, membership interests and (e) any other interest or participation that confers or could confer on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, without limitation, options, warrants and any other "equity security" as defined in Rule 3a11-1 of the Exchange Act.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Event" means: (a) a Reportable Event with respect to a Plan; (b) a withdrawal by ~~the~~**any** Borrower or any Commonly Controlled Entity from a Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by ~~the~~**any** Borrower or any Commonly Controlled Entity from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon ~~the~~**any** Borrower or any Commonly Controlled Entity.

"Eurodollar Reserve Percentage" shall mean for any day, the percentage (expressed as a decimal and rounded upwards, if necessary, to the next higher 1/100th of 1%) which is in effect for such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any basic, supplemental or emergency reserves) in respect of Eurocurrency liabilities, as defined in Regulation D of such Board as in effect from time to time, or any similar category of liabilities for a member bank of the Federal Reserve System in New York City.

"Event of Default" shall mean any of the events specified in Section 7.1; provided, however, that any requirement for the giving of notice or the lapse of time, or both, or any other condition, has been satisfied.

"Existing Letter of Credit" shall mean each of the letters of credit described by applicant, date of issuance, letter of credit number, amount, beneficiary and the date of expiry on Schedule 1.1(c) hereto.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guaranty of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal.

"Excluded Taxes" shall mean any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the ~~Borrower~~**Borrowers** under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.16, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.16(g) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Extension of Credit" shall mean, as to any Lender, the making of a Loan by such Lender, any conversion of a Loan from one Type to another Type, any extension of any Loan or the issuance, extension or renewal of, or participation in, a Letter of Credit or Swingline Loan by such Lender.

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"Federal Funds Effective Rate" shall have the meaning set forth in the definition of "Alternate Base Rate".

"Fee Letters" shall mean the RBS Fee Letter, the KeyBank Fee Letter and the Wells Fargo Fee Letter.

"First Amendment Effective Date" shall mean July 2, 2014.

"Flood Hazard Property" shall mean any Mortgaged Property that is in an area designated by the Federal Emergency Management Agency as having special flood or mudslide hazards.

"Foreign Lender" shall mean (a) if ~~the~~**any** Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if ~~the~~**any** Borrower is not a U.S. Person, any Lender that is resident or organized under the laws of a jurisdiction other than that in which ~~the~~**such** Borrower is resident for tax purposes.

"Foreign Subsidiary" shall mean any Subsidiary that is not a Domestic Subsidiary.

"Fronting Exposure" shall mean, at any time there is a Defaulting Lender, (a) with respect to any Issuing Lender, such Defaulting Lender's Applicable Percentage of the outstanding LOC Obligations with respect to Letters of Credit issued by such Issuing Lender other than LOC Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to any Swingline Lender, such Defaulting Lender's Applicable Percentage of outstanding Swingline Loans made by such Swingline Lender other than Swingline Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"FuelCo" shall mean a Person which is designated by the Borrowers in writing as "FuelCo" from time to time and is the owner of the Fuel Supply Agreement or Controls the Person which owns the Fuel Supply Agreement.

"Fuel Supply Agreement" shall mean that certain Petroleum Product Sale Agreement dated as of May 1, 2013 by and between CST Marketing and Supply Company and Valero Marketing and Supply Company, as may be amended, modified, supplemented, restated or replaced.

"Fund" shall mean any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Funded Debt" shall mean, with respect to any Person, without duplication, all Indebtedness of such Person (other than Indebtedness set forth in clauses (h) and (m) and, as it relates to undrawn standby letters of credit only, (i) of such definition).

"GAAP" shall mean generally accepted accounting principles in effect in the United States of America (or, in the case of Foreign Subsidiaries with significant operations outside the United States of America, generally accepted accounting principles in effect from time to time in their respective jurisdictions of organization or formation) applied on a consistent basis, subject, however, in the case of determination of compliance with the financial covenants set out in Section 5.9 to the provisions of Section 1.3(c).

"General Partner" shall mean Lehigh Gas GP LLC, a Delaware limited liability company.

"General Partner Interest" has the meaning given such term in the Partnership Agreement.

"Getty" shall mean Getty Properties Corp, a Delaware corporation.

"Getty Lease" shall mean, collectively, the Getty MA/ME/NH Lease and the Getty PA Lease.

"Getty MA/ME/NH Lease" shall mean, collectively, that certain (i) Unitary Net Lease and Net Sublease Agreement dated April 19, 2012 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP), (ii) Letter Agreement dated May 30, 2012 between Getty and ~~Lehigh Wholesale~~**Services** as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP), (iii) Letter Agreement regarding grant of security interest dated October 1, 2012 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP), (iv) Letter Agreement regarding site investigations and excavations dated October 1, 2012 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP), (v) Amendment to Unitary Net Lease and Net Sublease Agreement dated November 19, 2012 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP), (vi) Letter Agreement dated November 26, 2012 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP), (vii) Amendment to Unitary Net Lease and Net Sublease Agreement dated September 4, 2013 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP), (viii) Amendment to Unitary Net Lease and Net Sublease Agreement dated November 25, 2013 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP) and (ix) Amendment to Unitary Net Lease and Net Sublease Agreement dated December 1, 2013 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP).

"Getty PA Lease" shall mean, collectively, that certain (i) Unitary Net Lease and Net Sublease Agreement dated May 1, 2012 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP), (ii) Letter Agreement regarding grant of security interest dated October 1, 2012 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP), (iii) Letter Agreement regarding site investigations and excavations dated October 1, 2012 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP) and (vi) Letter Agreement regarding site investigations and excavations dated May 1, 2012 between Getty and ~~Lehigh Wholesale~~**Services** (as assignee of LGP Realty Holdings LP, successor by merger to Energy Realty OP LP).

"Government Acts" shall have the meaning set forth in Section 2.17(a).

"Government Obligations" shall have the meaning set forth in the definition of "Cash Equivalents."

"Governmental Authority" shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" shall mean the Material Domestic Subsidiaries of the ~~Borrower~~Partnership as are, or may from time to time become, parties to this Agreement.

"Guaranty" shall mean the guaranty of the Guarantors set forth in Article X.

"Guaranty Obligations" shall mean, with respect to any Person, without duplication, any obligations of such Person (other than endorsements in the ordinary course of business of negotiable instruments for deposit or collection) guaranteeing or intended to guarantee any Indebtedness of any other Person in any manner, whether direct or indirect, and including, without limitation, any obligation, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting security therefor, (b) to advance or provide funds or other support for the payment or purchase of any such Indebtedness or to maintain working capital, solvency or other balance sheet condition of such other Person (including, without limitation, keep well agreements, maintenance agreements, comfort letters or similar agreements or arrangements) for the benefit of any holder of Indebtedness of such other Person, (c) to lease or purchase property, securities or services primarily for the purpose of assuring the holder of such Indebtedness, or (d) to otherwise assure or hold harmless the holder of such Indebtedness against loss in respect thereof. The amount of any Guaranty Obligation hereunder shall (subject to any limitations set forth therein) be deemed to be an amount equal to the outstanding principal amount (or maximum principal amount, if larger) of the Indebtedness in respect of which such Guaranty Obligation is made.

"Hedging Agreements" shall mean, with respect to any Person, any agreement entered into to protect such Person against fluctuations in interest rates, or currency or raw materials values, including, without limitation, any interest rate swap, cap or collar agreement or similar arrangement between such Person and one or more counterparties, any foreign currency exchange agreement, currency protection agreements, commodity purchase or option agreements or other interest or exchange rate hedging agreements.

"Incremental Increase Amount" shall have the meaning set forth in Section 2.22.

"Indebtedness" shall mean, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, or upon which interest payments are customarily made, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business), (d) all obligations (including, without limitation, earnout obligations but only to the extent such earnout obligations are recorded as liabilities on such Person's balance sheet in accordance with GAAP) of such Person incurred, issued or assumed as the deferred purchase price of property or services purchased by such Person (other than trade debt incurred in the ordinary course of business and not more than 90 days past due unless being contested in good faith and for which adequate reserves have been established in accordance with GAAP) which would appear as liabilities on a balance sheet of such Person, (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (f) all Guaranty Obligations of such Person with respect to Indebtedness of another Person, (g) the principal portion of all Capital Lease Obligations plus any accrued interest thereon, (h) all net obligations of such Person under Hedging Agreements, (i) the maximum amount of all letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed), (j) all preferred Equity Interests issued by such Person and which by the terms thereof could be (at the request of the holders thereof or otherwise) subject to mandatory sinking fund payments, redemption or other acceleration for cash on a date prior to the Maturity Date, (k) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product plus any accrued interest thereon, (l) all obligations of any partnership or unincorporated joint venture in which such Person is a general partner or a joint venturer unless such obligations are expressly made non-recourse to such Person, in which case, such non-recourse obligations shall be excluded from the definition of Indebtedness; provided that, in the event such obligations are recourse, only the amount of such Person's liability for such obligations shall be included as Indebtedness hereunder and (m) obligations of such Person under non-compete agreements to the extent such obligations are quantifiable contingent obligations of such Person under GAAP principles.

"Indemnified Taxes" shall mean (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of ~~the~~**any** Borrower under any Credit Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitee" shall have the meaning set forth in Section 9.5(b).

"Insolvency" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of such term as used in Section 4245 of ERISA.

"Intellectual Property" shall mean, collectively, all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses of the Credit Parties and their Subsidiaries, all goodwill associated therewith and all rights to sue for infringement thereof.

"Intercompany Debt" shall have the meaning set forth in Section 9.19.

"Interest Determination Date" shall have the meaning specified in the definition of "Applicable Margin".

"Interest Payment Date" shall mean (a) as to any Alternate Base Rate Loan, the last Business Day of each March, June, September and December and on the Revolver Maturity Date, (b) as to any LIBOR Rate Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any LIBOR Rate Loan having an Interest Period longer than three months, (i) each three (3) month anniversary following the first day of such Interest Period and (ii) the last day of such Interest Period and (d) as to any Loan which is the subject of a mandatory prepayment required pursuant to Section 2.7(b), the date on which such mandatory prepayment is due.

"Interest Period" shall mean, with respect to any LIBOR Rate Loan,

(a) initially, the period commencing on the Borrowing Date or conversion date, as the case may be, with respect to such LIBOR Rate Loan and ending (i) one week or (ii) one, two, three or six months thereafter, in each case, subject to availability to all applicable Lenders, as selected by ~~the~~**a** Borrower in the Notice of Borrowing or Notice of Conversion given with respect thereto; and

(b) thereafter, each period commencing on the last day of the immediately preceding Interest Period applicable to such LIBOR Rate Loan and ending one, two, three or six months thereafter, subject to availability to all applicable Lenders, as selected by ~~the~~**a** Borrower by irrevocable notice to the Administrative Agent not less than three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that the foregoing provisions are subject to the following:

(i) if any Interest Period pertaining to a LIBOR Rate Loan would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) any Interest Period pertaining to a LIBOR Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month;

(iii) if ~~the~~**a** Borrower shall fail to give notice as provided above, the ~~Borrower~~**Borrowers** shall be deemed to have selected an Alternate Base Rate Loan to replace the affected LIBOR Rate Loan;

(iv) no Interest Period in respect of any Loan shall extend beyond the Revolver Maturity Date; and

(v) no more than six (6) LIBOR Rate Loans may be in effect at any time; provided, however, that no more than one (1) LIBOR Rate Loan with an Interest Period of one week may be in effect at any time. For purposes hereof, LIBOR Rate Loans with different Interest Periods shall be considered as separate LIBOR Rate Loans, even if they shall begin on the same date and have the same duration, although borrowings, extensions and conversions may, in accordance with the provisions hereof, be combined at the end of existing Interest Periods to constitute a new LIBOR Rate Loan with a single Interest Period.

"Investment" shall mean (a) the acquisition (whether for cash, property, services, assumption of Indebtedness, securities or otherwise) of Equity Interests, other ownership interests or other securities of any Person or bonds, notes, debentures or all or substantially all of the assets of any Person, (b) any deposit with, or advance, loan or other extension of credit to, any Person (other than deposits made in the ordinary course of business) or (c) any other capital contribution to or investment in any Person, including, without limitation, any Guaranty Obligation (including any support for a letter of credit issued on behalf of such Person) incurred for the benefit of such Person. For purposes of calculating covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for certain increases or decreases in the value of such investment. "Investment" shall exclude extensions of trade credit or capital expenditures by any Credit Party in the ordinary course of business.

"IRS" shall mean the United States Internal Revenue Service.

"Issuing Lender" shall mean, as the context may require, (a) with respect to any Existing Letter of Credit, KeyBank and (b) with respect to all other Letters of Credit, either (i) Citizens Bank of Pennsylvania or (ii) such other Lender as designated by the ~~Borrower~~**Partnership** and approved by the Administrative Agent, together with any successor to any such issuing lender hereunder.

"Issuing Lender Fees" shall have the meaning set forth in Section 2.5(c).

~~"J. Topper" shall mean Joseph V. Topper, Jr.~~

"Joinder Agreement" shall mean a Joinder Agreement in substantially the form of Exhibit 1.1(c), executed and delivered by an Additional Credit Party in accordance with the provisions of Section 5.10.

"KeyBank" shall mean KeyBank National Association.

"KeyBank Fee Letter" shall mean that certain letter agreement dated January 28, 2014, addressed to the ~~Borrower~~**Partnership** from KeyBank, as amended, modified, extended, restated, replaced, or supplemented from time to time.

"Lead Arrangers" shall mean ~~RBS~~ Citizens **Bank**, KeyBank and Wells Fargo Securities, LLC.~~"Lehigh Wholesale" shall mean Lehigh Gas Wholesale Services, Inc., a Delaware corporation.~~

"Lender" shall mean any of the several banks and other financial institutions as are, or may from time to time become parties to this Agreement, including any Issuing Lender, any Revolving Lender and the Swingline Lender; provided that notwithstanding the foregoing, "Lender" shall not include any Credit Party or any of the Credit Party's Affiliates or Subsidiaries.

"Letter of Credit" shall mean (a) any letter of credit issued by the Issuing Lender pursuant to the terms hereof, as such letter of credit may be amended, modified, restated, extended, renewed, increased, replaced or supplemented from time to time in accordance with the terms of this Agreement and (b) any Existing Letter of Credit, in each case as such letter of credit may be amended, modified, extended, renewed or replaced from time to time in accordance with the terms of this Agreement.

"Letter of Credit Expiration Date" shall have the meaning set forth in Section 2.3(a).

"Letter of Credit Facing Fee" shall have the meaning set forth in Section 2.5(c).

"Letter of Credit Fee" shall have the meaning set forth in Section 2.5(b).

"LIBOR" shall mean, for any LIBOR Rate Loan for any Interest Period therefor, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) appearing on Reuters Screen LIBOR01 Page (or any successor page) as the London interbank offered rate for deposits in Dollars at approximately 11:00 A.M. (London time) two (2) Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period**; provided, that, if such rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement**. If for any reason such rate is not available, then "LIBOR" shall mean the rate per annum at which, as determined by the Administrative Agent in accordance with its customary practices, Dollars in an amount comparable to the Loans then requested are being offered to leading banks at approximately 11:00 A.M. London time, two (2) Business Days prior to the commencement of the applicable Interest Period for settlement in immediately available funds by leading banks in the London interbank market for a period equal to the Interest Period selected**; provided, that, if such rate shall be less than zero such rate shall be deemed to be zero for purposes of this Agreement**.

"LIBOR Lending Office" shall mean, initially, the office(s) of each Lender designated as such Lender's LIBOR Lending Office in such Lender's Administrative Questionnaire; and thereafter, such other office of such Lender as such Lender may from time to time specify to the Administrative Agent and the ~~Borrower~~**Borrowers** as the office of such Lender at which the LIBOR Rate Loans of such Lender are to be made.

"LIBOR Rate" shall mean a rate per annum (rounded upwards, if necessary, to the next higher 1/100th of 1%) determined by the Administrative Agent pursuant to the following formula:

$$\text{LIBOR Rate} = \frac{\text{LIBOR}}{\text{1.0 - Eurodollar Reserve Percentage}}$$

"LIBOR Rate Loan" shall mean Loans the rate of interest applicable to which is based on the LIBOR Rate.

"LIBOR Tranche" shall mean the collective reference to LIBOR Rate Loans whose Interest Periods begin and end on the same day.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, (a) any conditional sale or other title retention agreement and any Capital Lease having substantially the same economic effect as any of the foregoing and (b) the filing of, or the agreement to give, any UCC financing statement).

"Liquidity" shall mean the sum of Accessible Borrowing Availability plus unrestricted cash and Cash Equivalents on the **Consolidated** balance sheet of the ~~Borrower~~**Partnership**.

"Loan" shall mean a Revolving Loan and/or a Swingline Loan, as appropriate.

"LOC Commitment" shall mean the commitment of the Issuing Lender to issue Letters of Credit and with respect to each Revolving Lender, the commitment of such Revolving Lender to purchase Participation Interests in the Letters of Credit up to such Lender's Revolving Commitment Percentage of the LOC Committed Amount.

"LOC Committed Amount" shall have the meaning set forth in Section 2.3(a).

"LOC Documents" shall mean, with respect to each Letter of Credit, such Letter of Credit, any amendments thereto, any documents delivered in connection therewith, any application therefor, and any agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (a) the rights and obligations of the parties concerned or (b) any collateral for such obligations.

"LOC Obligations" shall mean, at any time, the sum of (a) the maximum amount which is, or at any time thereafter may become, available to be drawn under Letters of Credit then outstanding, assuming compliance with all requirements for drawings referred to in such Letters of Credit plus (b) the aggregate amount of all drawings under Letters of Credit honored by the Issuing Lender but not theretofore reimbursed.

"Mandatory LOC Borrowing" shall have the meaning set forth in Section 2.3(e).

"Mandatory Swingline Borrowing" shall have the meaning set forth in Section 2.4(b)(ii).

"**Master Lease" shall mean that certain Master Lease Agreement dated as of May 28, 2014, by and between the landlord(s) identified on Schedule 1 attached thereto and Lehigh Gas – Ohio, LLC.**

" Material Acquisition" shall mean an Acquisition where the aggregate cash consideration (which shall include any deposits made in connection therewith) at closing of such Material Acquisition equals or exceeds $~~30,000,000.~~**50,000,000.**

"Material Adverse Effect" shall mean a material adverse effect on (a) the business, operations, property, assets, condition (financial or otherwise) or prospects of the ~~Borrower~~**Borrowers** or of the Credit Parties and their Subsidiaries taken as a whole, (b) the ability of ~~the~~**any** Borrower or any Guarantor to perform its obligations, when such obligations are required to be performed, under this Agreement, any of the Notes or any other Credit Document or (c) the validity or enforceability of this Agreement, any of the Notes or any of the other Credit Documents, the Administrative Agent's Liens (for the benefit of the Secured Parties) on the Collateral or the priority of such Liens or the rights or remedies of the Administrative Agent or the Lenders hereunder or thereunder.

"Material Domestic Subsidiary" shall mean any Domestic Subsidiary of the ~~Borrower~~**Partnership** that, together with its Subsidiaries, (a) generates more than 5% of Consolidated EBITDA on a Pro Forma Basis for the four (4) fiscal quarter period most recently ended or (b) owns more than 5% of the Consolidated Assets as of the last day of the most recently ended fiscal quarter of the ~~Borrower~~**Partnership** ; provided, however, that if at any time there are Domestic Subsidiaries which are not currently classified as "Material Domestic Subsidiaries" but which collectively (i) generate more than 10% of Consolidated EBITDA on a Pro Forma Basis or (ii) own more than 10% of the Consolidated Assets as of the last day of the most recently ended fiscal quarter of the ~~Borrower~~**Partnership** , then the ~~Borrower~~**Borrowers** shall promptly designate one or more of such Domestic Subsidiaries as Material Domestic Subsidiaries and cause any such Domestic Subsidiaries to comply with the provisions of Section 5.10 such that, after such Domestic Subsidiaries become Guarantors hereunder, the Domestic Subsidiaries that are not Guarantors shall (iii) generate less than 10% of Consolidated EBITDA and (iv) own less than 10% of the Consolidated Assets.

"Materials of Environmental Concern" shall mean any gasoline or petroleum (including crude oil or any extraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, perchlorate, polychlorinated biphenyls and urea-formaldehyde insulation.

"Minor Acquisition" shall mean an Acquisition where the aggregate cash consideration (which shall include any deposits made in connection therewith) at closing of such Minor Acquisition is less than $~~30,000,000.~~**50,000,000.**

"Moody's" shall mean Moody's Investors Service, Inc.

"Mortgage Instrument" shall mean any mortgage, deed of trust or deed to secure debt either (i) executed by a Credit Party in favor of the Administrative Agent, for the benefit of the Secured Parties, or (ii) assigned to the Administrative Agent, for the benefit of the Secured Parties, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time (it being agreed that no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required under this Agreement).

"Mortgaged Property" shall mean any owned real property of a Credit Party and its Subsidiaries listed on Schedule 3.16(f)(i)(A) and any other owned real property of a Credit Party and its Subsidiaries that is or will become encumbered by a Mortgage Instrument in favor of the Administrative Agent in accordance with the terms of this Agreement; provided that, as of the Closing Date, the real property located in flood zones and listed on Schedule 3.16(f)(i)(B) shall not constitute Mortgaged Property.

"Multiemployer Plan" shall mean a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"New Jersey Subsidiaries" shall mean those certain Subsidiaries of the Credit Parties listed on Schedule 1.1(e) hereto which own real property in the State of New Jersey.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all affected Lenders in accordance with the terms of Section 9.1 and (b) has been approved by the Required Lenders.

"Non-Defaulting Lender' shall mean, at any time, each Lender that is not a Defaulting Lender at such time.

"Non-Extension Notice Date" shall have the meaning set forth in Section 2.3(k).

"Note" or "Notes" shall mean the Revolving Loan Notes and/or the Swingline Loan Note, collectively, separately or individually, as appropriate.

"Notice of Borrowing" shall mean a request for a Revolving Loan borrowing pursuant to Section 2.1(b)(i) or a request for a Swingline Loan borrowing pursuant to Section 2.4(b)(i), as appropriate. A Form of Notice of Borrowing is attached as Exhibit 1.1(d).

"Notice of Conversion/Extension" shall mean the written notice of conversion of a LIBOR Rate Loan to an Alternate Base Rate Loan or an Alternate Base Rate Loan to a LIBOR Rate Loan, or extension of a LIBOR Rate Loan, in each case substantially in the form of Exhibit 1.1(e).

"NPL" means the National Priorities List under CERCLA.

"Obligations" shall mean, collectively, all of the obligations, Indebtedness and liabilities of the Credit Parties owing to the Lenders (including the Issuing Lender) and the Administrative Agent, whenever arising, under this Agreement, the Notes or any of the other Credit Documents, including principal, interest, fees, costs, charges, expenses, professional fees, reimbursements, all sums chargeable to the Credit Parties or for which any Credit Party is liable as an indemnitor and whether or not evidenced by a note or other instrument and indemnification obligations and other amounts (including, but not limited to, any interest accruing after the occurrence of a filing of a petition of bankruptcy under the Bankruptcy Code with respect to any Credit Party, regardless of whether such interest is an allowed claim under the Bankruptcy Code). In no event shall the Obligations include any Excluded Swap Obligations.

"OFAC" shall mean the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Omnibus Agreement" shall mean that certain Omnibus Agreement, dated as of October 30, 2012, by and among the Partnership, the General Partner, Lehigh Gas Corporation, Lehigh Gas – Ohio, LLC and Joseph V. Topper, Jr., as amended and restated by that certain Amended and Restated Omnibus Agreement by and among the Partnership, the General Partner, Lehigh Gas Corporation, CST Services, LLC, Lehigh Gas – Ohio, LLC and Joseph V. Topper, Jr., as may be amended, modified, supplemented, restated or replaced.

"Operating Lease" shall mean, as applied to any Person, any lease (including, without limitation, leases which may be terminated by the lessee at any time) of any property (whether real, personal or mixed) which is not a Capital Lease other than any such lease in which that Person is the lessor.

"Other Connection Taxes" shall mean, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"Other Taxes" shall mean all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Credit Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"Participant" has the meaning assigned to such term in clause (d) of Section 9.6.

"Participant Register" has the meaning specified in clause (d) of Section 9.6.

"Participation Interest" shall mean a participation interest purchased by a Revolving Lender in LOC Obligations as provided in Section 2.3(c) and in Swingline Loans as provided in Section 2.4.

"Partnership Agreement" shall mean that certain First Amended and Restated Agreement of Limited Partnership of the ~~Borrower~~**Partnership** dated October 30, 2012, as the same may be amended, restated, modified and/or supplemented from time to time in accordance with this Agreement.

"Patent Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to a Person of any right to manufacture, use or sell any invention covered by a Patent.

"Patents" shall mean (a) all letters patent of the United States or any other country, now existing or hereafter arising, and all improvement patents, reissues, reexaminations, patents of additions, renewals and extensions thereof and (b) all applications for letters patent of the United States or any other country and all provisionals, divisions, continuations and continuations-in-part and substitutes thereof.

"Patriot Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

"Payment Event of Default" shall mean an Event of Default specified in Section 7.1(a).

"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

"Permitted Acquisition" shall mean an acquisition or any series of related acquisitions by a Credit Party of (a) all or substantially all of the assets or a majority of the outstanding Voting Stock or economic interests of a Person that is incorporated, formed or organized in the United States, (b) a Person that is incorporated, formed or organized in the United States by a merger, amalgamation or consolidation or any other combination with such Person ~~or~~**,** (c) any division, line of business ~~or~~**,** other business unit**, real property or assets** of a Person that is incorporated, formed or organized in the United States**, (d) Equity Interests in FuelCo, (e) the Fuel Supply Agreement and (f) real property and assets from CST Brands and its Subsidiaries** (such Person or such division, line of business or other business unit of such Person**, such partnership interests or such real property** shall be referred to herein as the "Target"), in each case that is a type of business (or assets used in a type of business) permitted to be engaged in by the Credit Parties and their Subsidiaries pursuant to Section 6.3, in each case so long as:

(i) no Default or Event of Default shall then exist or would exist **immediately** after giving effect thereto;

(ii) with respect to (i) any Material Acquisition and (ii) any Minor Acquisition where the aggregate cash consideration at closing of such Minor Acquisition exceeds $~~2,000,000~~**3,000,000** and such Minor Acquisition is

consummated in the same fiscal year where the aggregate consideration paid in connection with all other Minor Acquisitions previously consummated during such fiscal year exceeds $~~50,000,000,~~**75,000,000,** the Credit Parties shall demonstrate to the reasonable satisfaction of the Administrative Agent that, after giving effect to the acquisition on a Pro Forma Basis, the Credit Parties are in compliance with each of the financial covenants set forth in Section 5.9;

(iii) the Administrative Agent, on behalf of the Secured Parties, shall have received (or shall receive in connection with the closing of such acquisition) a first priority perfected security interest in all property (including, without limitation, Equity Interests) acquired with respect to the Target in accordance with the terms of Sections 5.10 and 5.12 and the Target, if a Person, shall have executed a Joinder Agreement in accordance with the terms of Section 5.10;

(iv) the Administrative Agent and the Lenders shall have received (A) a description of the material terms of such acquisition, (B) in each case, to the extent available, most recently available audited financial statements or management-prepared financial statements of the Target for its two most recent fiscal years and for any fiscal quarters ended within the fiscal year to date, (C) Consolidated projected income statements of the Credit Parties and their Subsidiaries (giving effect to such acquisition), and (D) not less than five (5) Business Days prior to the consummation of any Permitted Acquisition subject to the reporting requirements of (ii) above, a certificate substantially in the form of Exhibit 1.1(f), executed by an Authorized Officer of the ~~Borrower~~**Borrowers** certifying that such Permitted Acquisition complies with the requirements of this Agreement; provided, however, that the requirements of the foregoing clauses (C) and (D) shall only be required with respect to a Material Acquisition; **provided further, that the Administrative Agent may waive any of the foregoing requirements in its sole discretion;**

(v) [Intentionally Omitted];

(vi) such acquisition shall not be a "hostile" acquisition and shall have been approved by the Board of Directors (or equivalent) and/or shareholders (or equivalent) of the applicable Credit Party and the Target; and

(vii) with respect to (i) any Material Acquisition and (ii) any Minor Acquisition where the aggregate cash consideration at closing of such Minor Acquisition exceeds $~~2,000,000~~**3,000,000** and such Minor Acquisition is consummated in the same fiscal year where the aggregate consideration paid in connection with all other Minor Acquisitions previously consummated during such fiscal year exceeds $~~50,000,000,~~**75,000,000,** after giving effect to such acquisition, there shall be at least $~~25,000,000~~**20,000,000** of Liquidity.

"Permitted Investments" shall have the meaning set forth in Section 6.5.

"Permitted Liens" shall have the meaning set forth in Section 6.2.

"Permitted Like-Kind Exchange" means an exchange of property, by any Credit Party with another Person, arrangements for which have been made prior to the Disposition of such Credit Party's property subject to such exchange, which exchange is permitted under, and made in accordance with, Section 1031 of the Code; provided that (a) no exchange, relinquished property, proceeds assignment or similar agreement initiating a new exchange shall be made following the occurrence and during the continuance of any Event of Default or if an Event of Default would be caused as a consequence thereof; and further provided that like-kind exchange transactions for which any exchange, relinquished property, proceeds assignment or similar agreement has been executed prior to the occurrence of an Event of Default may proceed to consummation in accordance with the terms of such agreement(s) notwithstanding the occurrence of any Event of Default, and (b) the qualified intermediary with respect to such exchange, any security or guarantee given to secure any assets held by such qualified intermediary is a Lender or an Affiliate thereof and all other aspects of the exchange have been approved by the Administrative Agent, in its reasonable discretion.

"Person" shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" shall mean, as of any date of determination, any employee benefit plan which is covered by Title IV of ERISA and in respect of which any Credit Party or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Pledge Agreement" shall mean the Third Amended and Restated Pledge Agreement dated as of the Closing Date executed by the Credit Parties in favor of the Administrative Agent, for the benefit of the Secured Parties, as the same may from time to time be amended, modified, extended, restated, replaced, or supplemented from time to time in accordance with the terms hereof and thereof.

"Previous Credit Agreement" shall mean that certain Second Amended and Restated Credit Agreement dated as of October 30, 2012 by and among the ~~Borrower~~**Partnership**, the lenders named therein, KeyBank, as Administrative Agent for the Lenders, as Collateral Agent, as L/C Issuer, as Joint Lead Arranger and as Joint Book Runner, ~~RBS~~ Citizens **Bank** as Joint Lead Arranger and Joint Book Runner and Citizens Bank of Pennsylvania as Syndication Agent, as amended.

"Prime Rate" shall have the meaning set forth in the definition of Alternate Base Rate.

"Pro Forma Basis" shall mean, with respect to any transaction, that such transaction shall be deemed to have occurred as of the first day of the four-quarter period (or twelve month period, as applicable) ending as of the most recent quarter end (or month end, as applicable) preceding the date of such transaction for which financial statement information is available.

"Properties" shall have the meaning set forth in Section 3.10(a).

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time such Swap Obligation is incurred or such other person as constitutes an ECP under the Commodity Exchange Act or any regulations promulgated thereunder.

"Qualified Senior Notes" shall mean unsecured Indebtedness for borrowed money of, or in respect of, a private placement or public sale of notes by ~~the~~**any** Borrower or any Credit Party, and any unsecured guarantees thereof by any Credit Party; provided, however, that (i) such Indebtedness shall not have the benefit of any letter of credit or other credit support (other than such unsecured guarantees from any Credit Party), (ii) such Indebtedness shall have no portion of its principal amount scheduled to be due and payable prior to the first anniversary of the Revolver Maturity Date, (iii) such Indebtedness shall have the benefit of no financial maintenance covenants that are more restrictive than, or that conflict with, those set forth in Section 5.9 of this Agreement and (iv) no covenant benefiting such Indebtedness shall restrict ~~the~~**any** Borrower or any Credit Party from incurring $~~450,000,000~~**550,000,000** of Indebtedness under this Agreement ~~and~~**plus** the proceeds of any Incremental Facility incurred pursuant to Section 2.22 hereof; provided, further, that both before and after giving effect to the incurrence of such Indebtedness and the application of any of the proceeds thereof on the issuance date no Default or Event of Default exists or would exist and, on a pro forma basis, the ~~Borrower~~**Borrowers** shall be in compliance with the financial covenants set forth in Section 5.9 of this Agreement.

~~"RBS Citizens" shall mean RBS Citizens, N.A., a national banking association, together with its successors and/or assigns.~~

"RBS Fee Letter" shall mean that certain letter agreement dated January 28, 2014, addressed to the ~~Borrower~~**Partnership** from Citizens and ~~RBS~~ Citizens **Bank**, as amended, modified, extended, restated, replaced, or supplemented from time to time.

"Recipient" shall mean (a) the Administrative Agent, (b) any Lender and (c) any Issuing Lender, as applicable.

"Recovery Event" shall mean the receipt by any Credit Party or its Subsidiaries of any cash insurance proceeds or condemnation award payable by reason of theft, loss, physical destruction or damage, taking or similar event with respect to any of their respective property or assets.

"Register" shall have the meaning set forth in Section 9.6(c).

"Reimbursement Obligation" shall mean the obligation of ~~the~~**each** Borrower, or any other Credit Party, as the case may be, to reimburse the Issuing Lender pursuant to Section 2.3(d) for amounts drawn under Letters of Credit.

"Related Parties" shall mean, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"Reorganization" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is in reorganization within the meaning of such term as used in Section 4241 of ERISA.

"Reportable Event" shall mean any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty-day notice period is waived under PBGC Reg. §4043.

"Repurchase Options" shall mean the right to repurchase one or more of the Mortgaged Properties pursuant to a recorded instrument (or a memorandum thereof) encumbering the applicable Mortgaged Property.

"Required Lenders" shall mean, as of any date of determination, Lenders holding at least a majority of (a) the outstanding Revolving Commitments or (b) if the Revolving Commitments have been terminated, the outstanding Loans and Participation Interests; provided, however, that if any Lender shall be a Defaulting Lender at such time, then there shall be excluded from the determination of Required Lenders, Obligations (including Participation Interests) owing to such Defaulting Lender and such Defaulting Lender's Commitments.

"Requirement of Law" shall mean, as to any Person, (a) the articles or certificate of incorporation, by-laws or other organizational or governing documents of such Person, and (b) all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes, executive orders, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority (in each case whether or not having the force of law); in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer" shall mean, the chief executive officer, president, chief financial officer, treasurer, controller, secretary, assistant secretary or manager of a Credit Party, or in the case of any Credit Party which is a partnership, the chief executive officer, president, chief financial officer, treasurer, controller, secretary, assistant secretary or manager of the general partner of such Credit Party. Any document delivered hereunder that is signed by a Responsible Officer of a Credit Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Credit Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Credit Party.

"Restricted Payment" shall mean (a) any dividend or other distribution, direct or indirect, on account of any shares (or equivalent) of any class of Equity Interests of any Credit Party or any of its Subsidiaries, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares (or equivalent) of any class of Equity Interests of any Credit Party or any of its Subsidiaries, now or hereafter outstanding, (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Equity Interests of any Credit Party or any of its Subsidiaries, now or hereafter outstanding or (d) any payment or prepayment of principal of, premium, if any, or interest on, redemption, purchase, retirement, defeasance, sinking fund or similar payment with respect to, any Subordinated Debt of any Credit Party or any of its Subsidiaries.

"Revolver Maturity Date" shall mean the date that is five (5) years following the Closing Date; provided, however, if such date is not a Business Day, the Revolver Maturity Date shall be the next preceding Business Day.

"Revolving Commitment" shall mean, with respect to each Revolving Lender, the commitment of such Revolving Lender to make Revolving Loans in an aggregate principal amount at any time outstanding up to an amount equal to such Revolving Lender's Revolving Commitment Percentage of the Revolving Committed Amount as specified on Schedule 1.1(d).

"Revolving Commitment Percentage" shall mean, for each Lender, the percentage identified as its Revolving Commitment Percentage on Schedule 1.1(d) or in the Assignment and Assumption pursuant to which such Lender became a Lender hereunder, as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 9.6(b).

"Revolving Committed Amount" shall have the meaning set forth in Section 2.1(a).

"Revolving Credit Exposure" shall mean, as to any Revolving Lender at any time, the aggregate principal amount at such time of its outstanding Revolving Loans and such Revolving Lender's participation in LOC Obligations and Swingline Loans at such time.

"Revolving Facility" shall have the meaning set forth in Section 2.1(a).

"Revolving Facility Increase" shall have the meaning set forth in Section 2.22(a)(i).

"Revolving Lender" shall mean, as of any date of determination, a Lender holding a Revolving Commitment, a Revolving Loan or a Participation Interest on such date.

"Revolving Loan" shall have the meaning set forth in Section 2.1(a).

"Revolving Loan Note" or "Revolving Loan Notes" shall mean the promissory notes of the ~~Borrower~~**Borrowers** provided pursuant to Section 2.1(e) in favor of any of the Revolving Lenders evidencing the Revolving Loan provided by any such Revolving Lender pursuant to Section 2.1(a), individually or collectively, as appropriate, as such promissory notes may be amended, modified, extended, restated, replaced, or supplemented from time to time.

"ROFR" means a right of first refusal to purchase or a right of first offer to purchase one or more of the Mortgaged Properties pursuant to a recorded instrument (or a memorandum thereof) encumbering the applicable Mortgaged Property.

"ROFR Statute" means any statute, law or similar regulation imposed by any Governmental Authority pursuant to which any seller or transferor of real property which is a franchisor or similar Person is required by such statute, law or regulation to offer to an existing franchisee or similar Person which operates such real property under a lease, sublease or other grant of authority the right of first refusal or bona fide offer to purchase such real property, including N.J.S.A. § 56:10-6.1.

"S&P" shall mean Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc.

"Sale Leaseback" shall have the meaning set forth in Section 6.12.

"**Sanctions" shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.**

" Sanctioned Entity" shall mean**, at any time,** (a) a country or a government of a country, (b) an agency of the government of a country, (c) an organization directly or indirectly controlled by a country or its government, or (d) a person or entity resident in or determined to be resident in a country, that is ~~subject to a country sanctions program administered and enforced by OFAC~~**itself the subject or target of any Sanctions**.

"Sanctioned Person" shall mean ~~a person named on the list of Specially Designated Nationals maintained by OFAC~~**at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, (b) any Person operating, organized or resident in a country or territory which is itself the subject or target of any Sanctions or (c) any Person owned or controlled by any such Person or Persons**.

"Sarbanes-Oxley" shall mean the Sarbanes-Oxley Act of 2002.

"SEC" shall mean the Securities and Exchange Commission or any successor Governmental Authority.

"Second Amendment Effective Date" shall mean September 30, 2014.

"Secured Parties" shall mean the Administrative Agent, the Lenders and the Bank Product Providers.

"Securities Account Control Agreement" shall mean an agreement, among a Credit Party, a securities intermediary, and the Administrative Agent, which agreement is in a form acceptable to the Administrative Agent and which provides the Administrative Agent with "control" (as such term is used in Articles 8 and 9 of the UCC) over the securities account(s) described therein, as the same may be as amended, modified, extended, restated, replaced, or supplemented from time to time.

"Securities Act" shall mean the Securities Act of 1933, together with any amendment thereto or replacement thereof and any rules or regulations promulgated thereunder.

"Securities Laws" shall mean the Securities Act, the Exchange Act, Sarbanes-Oxley and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date hereunder.

"Security Agreement" shall mean the Third Amended and Restated Security Agreement dated as of the Closing Date executed by the Credit Parties in favor of the Administrative Agent, for the benefit of the Secured Parties, as amended, modified, extended, restated, replaced, or supplemented from time to time in accordance with its terms.

"Security Documents" shall mean the Security Agreement, the Pledge Agreement, any Deposit Account Control Agreement, any Securities Account Control Agreement, the Mortgage Instruments and all other agreements, documents and instruments relating to, arising out of, or in any way connected with any of the foregoing documents or granting to the Administrative Agent, for the benefit of the Secured Parties, Liens or security interests to secure, inter alia, the Credit Party Obligations whether now or hereafter executed and/or filed, each as may be amended from time to time in accordance with the terms hereof, executed and delivered in connection with the granting, attachment and perfection of the Administrative Agent's security interests and liens arising thereunder, including, without limitation, UCC financing statements.

"Senior Funded Debt" shall mean, as of any date of determination for the Credit Parties and their Subsidiaries, all Funded Debt (including, without limitation, Extensions of Credit hereunder) ~~which is not Subordinated Debt~~**that is both (x) secured by a Lien and (y) is not expressly subordinated to the Obligations**.

"Senior Leverage Ratio" shall mean, as of any date of determination, for the Credit Parties and their Subsidiaries on a Consolidated basis, the ratio of (i) Senior Funded Debt on such date **minus unrestricted cash and Cash Equivalents in an aggregate amount not to exceed $5,000,000 held by the Credit Parties on such date and determined on a consolidated basis in accordance with GAAP** to (ii) Consolidated EBITDA for the four (4) consecutive fiscal quarters ending on such date**.**

"Services" shall have the meaning set forth in the first paragraph of this Agreement.

"Single Employer Plan" shall mean any Plan that is not a Multiemployer Plan.

"Subordinated Debt" shall mean any Indebtedness incurred by any Credit Party which by its terms is specifically subordinated in right of payment to the prior payment of the Credit Party Obligations and contains subordination and other terms acceptable to the Administrative Agent.

"Subsidiary" shall mean, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, limited liability company, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of

~~the Borrower~~**either of the Borrowers. Notwithstanding anything to the contrary set forth in this Agreement, so long as the Partnership or any other Credit Party does not own any general partnership interests in FuelCo, FuelCo shall not be deemed to be a Subsidiary for purposes of this Agreement**.

"Swap Obligations" means, with respect to any Guarantor, an obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of § 1a(47) of the Commodity Exchange Act.

"Swingline Commitment" shall mean the commitment of the Swingline Lender to make Swingline Loans in an aggregate principal amount at any time outstanding up to the Swingline Committed Amount, and the commitment of the Revolving Lenders to purchase participation interests in the Swingline Loans as provided in Section 2.4(b)(ii), as such amounts may be reduced from time to time in accordance with the provisions hereof.

"Swingline Committed Amount" shall mean the amount of the Swingline Lender's Swingline Commitment as specified in Section 2.4(a).

"Swingline Lender" shall mean Citizens and any successor swingline lender.

"Swingline Loan" shall have the meaning set forth in Section 2.4(a).

"Swingline Loan Note" shall mean the promissory note of the ~~Borrower~~**Borrowers** in favor of the Swingline Lender evidencing the Swingline Loans provided pursuant to Section 2.4(d), as such promissory note may be amended, modified, extended, restated, replaced, or supplemented from time to time.

"Syndication Agents" shall mean KeyBank and Wells Fargo Bank, National Association.

"Target" shall have the meaning set forth in the definition of "Permitted Acquisition".

"Taxes" shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

~~"Topper Owners" shall mean J. Topper and Maureen Topper, together with those Affiliates of J. Topper and family trusts of J. Topper and Maureen Topper which are Controlled by J. Topper and Maureen Topper.~~

"Total Leverage Ratio" shall mean, as of any date of determination, for the Credit Parties and their Subsidiaries on a Consolidated basis, the ratio of (a) Consolidated Funded Debt on such date **minus unrestricted cash and Cash Equivalents in an aggregate amount not to exceed $5,000,000 held by the Credit Parties on such date and determined on a consolidated basis in accordance with GAAP** to (b) Consolidated EBITDA for the four (4) consecutive quarters ending on such date.

"Trademark License" shall mean any agreement, whether written or oral, providing for the grant by or to a Person of any right to use any Trademark.

"Trademarks" shall mean (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, elements of package or trade dress of goods or services, logos and other source or business identifiers, together with the goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) all renewals thereof.

"Tranche" shall mean the collective reference to (a) LIBOR Rate Loans whose Interest Periods begin and end on the same day and (b) Alternate Base Rate Loans made on the same day.

"Transactions" shall mean the closing of this Agreement and the other Credit Documents and the other transactions contemplated hereby and pursuant to the other Credit Documents (including, without limitation, the initial borrowings under the Credit Documents and the payment of fees and expenses in connection with all of the foregoing).

"Type" shall mean, as to any Loan, its nature as an Alternate Base Rate Loan or LIBOR Rate Loan, as the case may be.

"UCC" shall mean the Uniform Commercial Code from time to time in effect in any applicable jurisdiction.

"U.S. Borrower" shall mean any Borrower that is a U.S. Person.

"U.S. Person" shall mean any Person that is a "United States Person" as defined in section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in paragraph (g) of Section 2.16.

"Use Restrictions" shall mean restrictions to use one or more of the Mortgaged Properties in a particular way pursuant to a recorded instrument (or a memorandum thereof) encumbering the applicable Mortgaged Property.

"Voting Stock" shall mean, with respect to any Person, Equity Interests issued by such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even though the right so to vote may be or have been suspended by the happening of such a contingency.

"Wells Fargo Fee Letter" shall mean that certain letter agreement dated January 28, 2014, addressed to the ~~Borrower~~**Partnership** from Wells Fargo Securities, LLC, as amended, modified, extended, restated, replaced, or supplemented from time to time.

"Withholding Agent" shall mean any Credit Party and the Administrative Agent.

"Works" shall mean all works which are subject to copyright protection pursuant to Title 17 of the United States Code.

Section 1.2 Other Definitional Provisions.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented, amended and restated or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (g) all terms defined in this Agreement shall have the defined meanings when used in any other Credit Document or any certificate or other document made or delivered pursuant hereto.

Section 1.3 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the most recently delivered audited Consolidated financial statements of the ~~Borrower~~**Partnership**, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Credit Document, and either the ~~Borrower~~**Borrowers** or the Required Lenders shall so request, the Administrative Agent, the Lenders and the ~~Borrower~~**Borrowers** shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the ~~Borrower~~**Partnership** shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(c) Financial Covenant Calculations. The parties hereto acknowledge and agree that, for purposes of all calculations made in determining compliance for any applicable period with the financial covenants set forth in Section 5.9 and for purposes of determining the Applicable Margin, (i) after consummation of any Permitted Acquisition, (A) income statement items and other balance sheet items (whether positive or negative) attributable to the Target acquired in such transaction shall be included in such calculations to the extent relating to such applicable period (including by adding any cost saving synergies associated with such Permitted Acquisition in a manner reasonably satisfactory to the Administrative Agent), subject to adjustments mutually acceptable to the ~~Borrower~~**Borrowers** and the Administrative Agent and (B) Indebtedness of a Target which is retired in connection with a Permitted Acquisition shall be excluded from such calculations and deemed to have been retired as of the first day of such applicable period and (ii) after any Disposition permitted by Section 6.4(a)(vi), (A) income statement items, cash flow statement items and balance sheet items (whether positive or negative) attributable to the property or assets disposed of shall be excluded in such calculations to the extent relating to such applicable period, subject to adjustments mutually acceptable to the ~~Borrower~~**Borrowers** and the Administrative Agent and (B) Indebtedness that is repaid with the proceeds of such Disposition shall be excluded from such calculations and deemed to have been repaid as of the first day of such applicable period.

Section 1.4 Time References.

Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.5 Execution of Documents.

Unless otherwise specified, all Credit Documents and all other certificates executed in connection therewith must be signed by an Authorized Officer.

ARTICLE II

THE LOANS; AMOUNT AND TERMS

Section 2.1 Revolving Loans.

(a) Revolving Commitment. During the Commitment Period, subject to the terms and conditions hereof, each Revolving Lender severally, but not jointly, agrees to make revolving credit loans in Dollars ("Revolving Loans") to the ~~Borrower~~**Borrowers** from time to time in an aggregate principal amount of up to ~~**FOUR**~~**FIVE HUNDRED FIFTY MILLION DOLLARS ($~~~~**450,000,000**~~**550,000,000)** (as increased from time to time as provided in Section 2.22(a) and as such aggregate maximum amount may be reduced from time to time as provided in Section 2.6, the "Revolving Committed

Amount") for the purposes hereinafter set forth (such facility, the "Revolving Facility"); provided, however, that (i) with regard to each Revolving Lender individually, the sum of such Revolving Lender's Revolving Commitment Percentage of the aggregate principal amount of outstanding Revolving Loans plus such Revolving Lender's Revolving Commitment Percentage of outstanding Swingline Loans plus such Revolving Lender's Revolving Commitment Percentage of outstanding LOC Obligations shall not exceed such Revolving Lender's Revolving Commitment and (ii) with regard to the Revolving Lenders collectively, the sum of the aggregate principal amount of outstanding Revolving Loans plus outstanding Swingline Loans plus outstanding LOC Obligations shall not exceed the Revolving Committed Amount then in effect. Revolving Loans may consist of Alternate Base Rate Loans or LIBOR Rate Loans, or a combination thereof, as the ~~Borrower~~**Borrowers** may request, and may be repaid and reborrowed in accordance with the provisions hereof; provided, however, the Revolving Loans made on the Closing Date or any of the three (3) Business Days following the Closing Date, may only consist of Alternate Base Rate Loans unless the ~~Borrower delivers~~**Borrowers deliver** a funding indemnity letter, substantially in the form of Exhibit 2.1(a), reasonably acceptable to the Administrative Agent not less than three (3) Business Days prior to the Closing Date. LIBOR Rate Loans shall be made by each Revolving Lender at its LIBOR Lending Office and Alternate Base Rate Loans at its Domestic Lending Office.

(b) Revolving Loan Borrowings.

(i) Notice of Borrowing. The ~~Borrower~~**Partnership** shall request a Revolving Loan borrowing by delivering a written Notice of Borrowing (or telephone notice promptly confirmed in writing by delivery of a written Notice of Borrowing, which delivery may be by fax) to the Administrative Agent not later than 11:00 A.M. on the Business Day prior to the date of the requested borrowing in the case of Alternate Base Rate Loans, and on the third (3rd) Business Day prior to the date of the requested borrowing in the case of LIBOR Rate Loans. Each such Notice of Borrowing shall be irrevocable and shall specify (A) that a Revolving Loan is requested, (B) the date of the requested borrowing (which shall be a Business Day), (C) the aggregate principal amount to be borrowed ~~and~~, (D) whether the borrowing shall be comprised of Alternate Base Rate Loans, LIBOR Rate Loans or a combination thereof, and if LIBOR Rate Loans are requested, the Interest Period(s) therefor **and (E) which Borrower is requesting such borrowing**. If the ~~Borrower~~**Partnership** shall fail to specify in any such Notice of Borrowing (1) an applicable Interest Period in the case of a LIBOR Rate Loan, then such notice shall be deemed to be a request for an Interest Period of one month, or (2) the Type of Revolving Loan requested, then such notice shall be deemed to be a request for an Alternate Base Rate Loan hereunder. The Administrative Agent shall give notice to each Revolving Lender promptly upon receipt of each Notice of Borrowing, the contents thereof and each such Revolving Lender's share thereof.

(ii) Minimum Amounts. Each Revolving Loan that is made as an Alternate Base Rate Loan shall be in a minimum aggregate amount of $500,000 and in integral multiples of $100,000 in excess thereof (or the remaining amount of

the Revolving Committed Amount, if less). Each Revolving Loan that is made as a LIBOR Rate Loan shall be in a minimum aggregate amount of $500,000 and in integral multiples of $100,000 in excess thereof (or the remaining amount of the Revolving Committed Amount, if less).

(iii) Advances. Each Revolving Lender will make its Revolving Commitment Percentage of each Revolving Loan borrowing available to the Administrative Agent for the account of the ~~Borrower~~**Partnership** at the office of the Administrative Agent specified in Section 9.2, or at such other office as the Administrative Agent may designate in writing, by 1:00 P.M. on the date specified in the applicable Notice of Borrowing, in Dollars and in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the ~~Borrower~~**Borrowers** by the Administrative Agent by crediting the account of the ~~Borrower~~**Borrowers** on the books of such office (or such other account that the ~~Borrower~~**Borrowers** may designate in writing to the Administrative Agent) with the aggregate of the amounts made available to the Administrative Agent by the Revolving Lenders and in like funds as received by the Administrative Agent.

(c) Repayment. Subject to the terms of this Agreement, Revolving Loans may be borrowed, repaid and reborrowed during the Commitment Period, subject to Section 2.7(a). The principal amount of all Revolving Loans shall be due and payable in full on the Revolver Maturity Date, unless accelerated sooner pursuant to Section 7.2.

(d) Interest. Subject to the provisions of Section 2.8, Revolving Loans shall bear interest as follows:

(i) Alternate Base Rate Loans. During such periods as any Revolving Loans shall be comprised of Alternate Base Rate Loans, each such Alternate Base Rate Loan shall bear interest at a per annum rate equal to the sum of the Alternate Base Rate plus the Applicable Margin; and

(ii) LIBOR Rate Loans. During such periods as Revolving Loans shall be comprised of LIBOR Rate Loans, each such LIBOR Rate Loan shall bear interest at a per annum rate equal to the sum of the LIBOR Rate plus the Applicable Margin.

Interest on Revolving Loans shall be payable in arrears on each Interest Payment Date.

(e) Revolving Loan Notes; Covenant to Pay. The ~~Borrower's~~**Borrowers' joint and several** obligation to pay each Revolving Lender shall be evidenced by this Agreement and, upon such Revolving Lender's request, by a duly executed promissory note of the ~~Borrower~~**Borrowers** to such Revolving Lender in substantially the form of Exhibit 2.1(e). The ~~Borrower covenants and agrees~~**Borrowers jointly and severally covenant and agree** to pay the Revolving Loans in accordance with the terms of this Agreement.

Section 2.2 [Intentionally Omitted].

Section 2.3 Letter of Credit Subfacility.

(a) Issuance. Subject to the terms and conditions hereof and of the LOC Documents, if any, and any other terms and conditions which the Issuing Lender may reasonably require, during the Commitment Period the Issuing Lender shall issue, and the Revolving Lenders shall participate in, standby Letters of Credit for the account of the ~~Borrower~~**Borrowers** from time to time upon request in a form acceptable to the Issuing Lender; provided, however, that (i) the aggregate amount of LOC Obligations shall not at any time exceed **FORTY-FIVE MILLION DOLLARS ($45,000,000)** (the "LOC Committed Amount"), (ii) the sum of the aggregate principal amount of outstanding Revolving Loans plus outstanding Swingline Loans plus outstanding LOC Obligations shall not at any time exceed the Revolving Committed Amount then in effect, (iii) all Letters of Credit shall be denominated in Dollars and (iv) Letters of Credit shall be issued for any lawful business purposes and shall be issued as standby letters of credit, including in connection with workers' compensation and other insurance programs. Except as otherwise permitted in Section 2.3(k) or as expressly agreed in writing upon by all the Revolving Lenders, no Letter of Credit shall have an original expiry date more than twelve (12) months from the date of issuance; provided, however, so long as no Default or Event of Default has occurred and is continuing and subject to the other terms and conditions to the issuance of Letters of Credit hereunder, the expiry dates of Letters of Credit may be extended annually or periodically from time to time on the request of the ~~Borrower~~**Borrowers** or by operation of the terms of the applicable Letter of Credit to a date not more than twelve (12) months from the date of extension; provided, further, that no Letter of Credit, as originally issued or as extended, shall have an expiry date extending beyond the date that is thirty (30) days prior to the Revolver Maturity Date (the "Letter of Credit Expiration Date"). Each Letter of Credit shall comply with the related LOC Documents. The issuance and expiry date of each Letter of Credit shall be a Business Day. Each Letter of Credit issued hereunder shall be in a minimum original face amount of $50,000 or such lesser amount as approved by the Issuing Lender. The ~~Borrower's~~**Borrowers'** Reimbursement Obligations in respect of each Existing Letter of Credit, and each Revolving Lender's participation obligations in connection therewith, shall be governed by the terms of this Credit Agreement. Citizens shall be the Issuing Lender on all Letters of Credit issued after the Closing Date. The Existing Letters of Credit shall, as of the Closing Date, be deemed to have been issued as Letters of Credit hereunder and subject to and governed by the terms of this Agreement.

(b) Notice and Reports. The request for the issuance of a Letter of Credit shall be submitted to the Issuing Lender at least two (2) Business Days prior to the requested date of issuance. The Issuing Lender will promptly upon request provide to the Administrative Agent for dissemination to the Revolving Lenders a detailed report specifying the Letters of Credit which are then issued and outstanding and any activity with respect thereto which may have occurred since the date of any prior report, and including therein, among other things, the account party, the beneficiary, the face amount, expiry date as well as any payments or expirations which may have occurred. The Issuing Lender will further provide to the Administrative Agent promptly upon request copies of the Letters of Credit. The Issuing Lender will provide to the Administrative Agent promptly upon request a summary report of the nature and extent of LOC Obligations then outstanding.

(c) Participations. Each Revolving Lender, (i) on the Closing Date with respect to each Existing Letter of Credit and (ii) upon issuance of a Letter of Credit, shall be deemed to have purchased without recourse a risk participation from the Issuing Lender in such Letter of Credit and the obligations arising thereunder and any Collateral relating thereto, in each case in an amount equal to its Revolving Commitment Percentage of the obligations under such Letter of Credit and shall absolutely, unconditionally and irrevocably assume, as primary obligor and not as surety, and be obligated to pay to the Issuing Lender therefor and discharge when due, its Revolving Commitment Percentage of the obligations arising under such Letter of Credit; provided that any Person that becomes a Revolving Lender after the Closing Date shall be deemed to have purchased a Participation Interest in all outstanding Letters of Credit on the date it becomes a Lender hereunder and any Letter of Credit issued on or after such date, in each case in accordance with the foregoing terms. Without limiting the scope and nature of each Revolving Lender's participation in any Letter of Credit, to the extent that the Issuing Lender has not been reimbursed as required hereunder or under any LOC Document, each such Revolving Lender shall pay to the Issuing Lender its Revolving Commitment Percentage of such unreimbursed drawing in same day funds pursuant to and in accordance with the provisions of subsection (d) hereof. The obligation of each Revolving Lender to so reimburse the Issuing Lender shall be absolute and unconditional and shall not be affected by the occurrence of a Default, an Event of Default or any other occurrence or event. Any such reimbursement shall not relieve or otherwise impair the obligation of the ~~Borrower~~**Borrowers** to reimburse the Issuing Lender under any Letter of Credit, together with interest as hereinafter provided.

(d) Reimbursement. In the event of any drawing under any Letter of Credit, the Issuing Lender will promptly notify the ~~Borrower~~**Borrowers** and the Administrative Agent. The ~~Borrower~~**Borrowers** shall reimburse the Issuing Lender on the day of drawing under any Letter of Credit if notified prior to 3:00 P.M. on a Business Day or, if after 3:00 P.M., on the following Business Day (either with the proceeds of a Revolving Loan obtained hereunder or otherwise) in same day funds as provided herein or in the LOC Documents. If the ~~Borrower~~**Borrowers** shall fail to reimburse the Issuing Lender as provided herein, the unreimbursed amount of such drawing shall automatically bear interest at a per annum rate equal to the Default Rate. Unless the ~~Borrower~~**Borrowers** shall immediately notify the Issuing Lender and the Administrative Agent of its intent to otherwise reimburse the Issuing Lender, the ~~Borrower~~**Borrowers** shall be deemed to have requested a Mandatory LOC Borrowing in the amount of the drawing as provided in subsection (e) hereof, the proceeds of which will be used to satisfy the Reimbursement Obligations. The ~~Borrower's~~**Borrowers'** Reimbursement Obligations hereunder shall be absolute and unconditional under all circumstances irrespective of any rights of set-off, counterclaim or defense to payment the ~~Borrower~~**Borrowers** may claim or have against the Issuing Lender, the Administrative Agent, the Lenders, the beneficiary of the Letter of Credit drawn upon or any other Person, including, without limitation, any defense based on

any failure of the ~~Borrower~~**Borrowers** to receive consideration or the legality, validity, regularity or unenforceability of the Letter of Credit. The Administrative Agent will promptly notify the other Revolving Lenders of the amount of any unreimbursed drawing and each Revolving Lender shall promptly pay to the Administrative Agent for the account of the Issuing Lender, in Dollars and in immediately available funds, the amount of such Revolving Lender's Revolving Commitment Percentage of such unreimbursed drawing. Such payment shall be made on the Business Day such notice is received by such Revolving Lender from the Administrative Agent if such notice is received at or before 2:00 P.M., otherwise such payment shall be made at or before 12:00 P.M. on the Business Day next succeeding the Business Day such notice is received. If such Revolving Lender does not pay such amount to the Administrative Agent for the account of the Issuing Lender in full upon such request, such Revolving Lender shall, on demand, pay to the Administrative Agent for the account of the Issuing Lender interest on the unpaid amount during the period from the date of such drawing until such Revolving Lender pays such amount to the Administrative Agent for the account of the Issuing Lender in full at a rate per annum equal to, if paid within two (2) Business Days of the date of drawing, the Federal Funds Effective Rate and thereafter at a rate equal to the Alternate Base Rate. Each Revolving Lender's obligation to make such payment to the Issuing Lender, and the right of the Issuing Lender to receive the same, shall be absolute and unconditional, shall not be affected by any circumstance whatsoever and without regard to the termination of this Agreement or the Commitments hereunder, the existence of a Default or Event of Default or the acceleration of the Obligations hereunder and shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Repayment with Revolving Loans. On any day on which the ~~Borrower~~**Borrowers** shall have requested, or been deemed to have requested, a Revolving Loan to reimburse a drawing under a Letter of Credit, the Administrative Agent shall give notice to the Revolving Lenders that a Revolving Loan has been requested or deemed requested in connection with a drawing under a Letter of Credit, in which case a Revolving Loan borrowing comprised entirely of Alternate Base Rate Loans (each such borrowing, a "Mandatory LOC Borrowing") shall be made (without giving effect to any termination of the Commitments pursuant to Section 7.2) pro rata based on each Revolving Lender's respective Revolving Commitment Percentage (determined before giving effect to any termination of the Commitments pursuant to Section 7.2) and the proceeds thereof shall be paid directly to the Administrative Agent for the account of the Issuing Lender for application to the respective LOC Obligations. Each Revolving Lender hereby irrevocably agrees to make such Revolving Loans on the day such notice is received by the Revolving Lenders from the Administrative Agent if such notice is received at or before 2:00 P.M., otherwise such payment shall be made at or before 12:00 P.M. on the Business Day next succeeding the day such notice is received, in each case notwithstanding (i) the amount of Mandatory LOC Borrowing may not comply with the minimum amount for borrowings of Revolving Loans otherwise required hereunder, (ii) whether any conditions specified in Section 4.2 are then satisfied, (iii) whether a Default or an Event of Default then exists, (iv) failure for any such request or deemed request for Revolving Loan to be made by the time otherwise required in Section 2.1(b), (v) the date of such Mandatory LOC Borrowing, or (vi) any reduction in the Revolving Committed Amount after any such Letter of Credit may

have been drawn upon. In the event that any Mandatory LOC Borrowing cannot for any reason be made on the date otherwise required above (including, without limitation, as a result of the occurrence of a Bankruptcy Event), then each such Revolving Lender hereby agrees that it shall forthwith fund its Participation Interests in the outstanding LOC Obligations on the Business Day such notice to fund is received by such Revolving Lender from the Administrative Agent if such notice is received at or before 2:00 P.M., otherwise such payment shall be made at or before 12:00 P.M. on the Business Day next succeeding the Business Day such notice is received; provided, further, that in the event any Lender shall fail to fund its Participation Interest as required herein, then the amount of such Revolving Lender's unfunded Participation Interest therein shall automatically bear interest payable by such Revolving Lender to the Administrative Agent for the account of the Issuing Lender upon demand, at the rate equal to, if paid within two (2) Business Days of such date, the Federal Funds Effective Rate, and thereafter at a rate equal to the Alternate Base Rate.

(f) Modification, Extension. The issuance of any supplement, modification, amendment, renewal, or extension to any Letter of Credit shall, for purposes hereof, be treated in all respects the same as the issuance of a new Letter of Credit hereunder.

(g) ISP98 and UCP. Unless otherwise expressly agreed by the Issuing Lender and the ~~Borrower~~**Borrowers**, when a Letter of Credit is issued, (i) the rules of the "International Standby Practices 1998," published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to each standby Letter of Credit, and (ii) the rules of The Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall apply to each documentary Letter of Credit.

(h) Conflict with LOC Documents. In the event of any conflict between this Agreement and any LOC Document (including any letter of credit application and any LOC Documents relating to the Existing Letters of Credit), this Agreement shall control.

(i) Designation of Subsidiaries as Account Parties. Notwithstanding anything to the contrary set forth in this Agreement, including, without limitation, Section 2.3(a), a Letter of Credit issued hereunder may contain a statement to the effect that such Letter of Credit is issued for the account of a Credit Party or a Subsidiary of ~~the~~**any** Borrower; provided that, notwithstanding such statement, the ~~Borrower~~**Borrowers** shall be the actual account party for all purposes of this Agreement for such Letter of Credit and such statement shall not affect the ~~Borrower's~~**Borrowers'** Reimbursement Obligations hereunder with respect to such Letter of Credit.

(j) Cash Collateral. At any point in time in which there is a Defaulting Lender, the Issuing Lender may require the ~~Borrower~~**Borrowers** to Cash Collateralize the LOC Obligations pursuant to Section 2.20.

(k) Auto-Extension Letter of Credit. At the request of the ~~Borrower~~**Partnership** in any notice delivered pursuant to Section 2.3(b), the Issuing Lender may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the Issuing Lender to prevent any such extension at least once in each twelve-month period (commencing with the date of the issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the Issuing Lender, the ~~Borrower~~**Borrowers** shall not be required to make a specific request to the Issuing Lender for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Revolving Lenders shall be deemed to have authorized (but may not require) the Issuing Lender to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided, however, that the Issuing Lender shall not permit any such extension if (A) the Issuing Lender has determined that it would not be permitted, or would have no obligation at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.3(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Revolving Lender or the ~~Borrower~~**Borrowers** that one or more of the applicable conditions specified in Section 4.2 is not then satisfied, and in each such case directing the Issuing Lender not to permit such extension.

Section 2.4 Swingline Loan Subfacility.

(a) Swingline Commitment. During the Commitment Period, subject to the terms and conditions hereof, the Swingline Lender, in its individual capacity, may, in its discretion and in reliance upon the agreements of the other Lenders set forth in this Section, make certain revolving credit loans to the ~~Borrower~~**Borrowers** (each a "Swingline Loan" and, collectively, the "Swingline Loans") for the purposes hereinafter set forth; provided, however, (i) the aggregate principal amount of Swingline Loans outstanding at any time shall not exceed **TEN MILLION DOLLARS ($10,000,000)** (the "Swingline Committed Amount"), and (ii) the sum of the aggregate principal amount of outstanding Revolving Loans plus outstanding Swingline Loans plus outstanding LOC Obligations shall not exceed the Revolving Committed Amount then in effect. Swingline Loans hereunder may be repaid and reborrowed in accordance with the provisions hereof.

(b) Swingline Loan Borrowings.

(i) Notice of Borrowing and Disbursement. To request a Swingline Loan, the ~~Borrower~~**Partnership** shall notify the Administrative Agent and Swingline Lender by telephone (and shall subsequently confirm and deliver, by hand delivery, facsimile or (subject to compliance with below) e-mail, a duly completed and executed Notice of Borrowing to the Administrative Agent and the

Swingline Lender), not later than 12:00 P.M. on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and the amount of the requested Swingline Loan. The Swingline Lender shall make each Swingline Loan available to the ~~Borrower~~**Borrowers** by means of a credit to the general deposit account of ~~Borrower~~**Borrowers** with the Swingline Lender or otherwise to an account as directed by ~~Borrower~~**the Partnership** in the applicable Borrowing Request by 3:00 p.m. on the requested date of such Swingline Loan. The ~~Borrower~~**Borrowers** shall not request a Swingline Loan if at the time of or immediately after giving effect to such request a Default has occurred and is continuing or would result therefrom. Swingline Loans shall be made in minimum amounts of $100,000, shall bear interest at the Base Rate plus the Applicable Rate and shall be payable in full by the ~~Borrower~~**Borrowers** upon demand of the Swingline Lender. Swingline Loan borrowings hereunder shall be made in minimum amounts of $100,000 (or the remaining available amount of the Swingline Committed Amount if less) and in integral amounts of $100,000 in excess thereof.

(ii) Repayment of Swingline Loans. Each Swingline Loan borrowing shall be due and payable on the Revolver Maturity Date. The Swingline Lender may, at any time, in its sole discretion, by written notice to the ~~Borrower~~**Borrowers** and the Administrative Agent, demand repayment of its Swingline Loans by way of a Revolving Loan borrowing, in which case the ~~Borrower~~**Borrowers** shall be deemed to have requested a Revolving Loan borrowing comprised entirely of Alternate Base Rate Loans in the amount of such Swingline Loans; provided, however, that, in the following circumstances, any such demand shall also be deemed to have been given one Business Day prior to each of (A) the Revolver Maturity Date, (B) the occurrence of any Bankruptcy Event, (C) upon acceleration of the Obligations hereunder, whether on account of a Bankruptcy Event or any other Event of Default, and (D) the exercise of remedies in accordance with the provisions of Section 7.2 hereof (each such Revolving Loan borrowing made on account of any such deemed request therefor as provided herein being hereinafter referred to as "Mandatory Swingline Borrowing"). Each Revolving Lender hereby irrevocably agrees to make such Revolving Loans promptly upon any such request or deemed request on account of each Mandatory Swingline Borrowing in the amount and in the manner specified in the preceding sentence on the date such notice is received by the Revolving Lenders from the Administrative Agent if such notice is received at or before 2:00 P.M., otherwise such payment shall be made at or before 12:00 P.M. on the Business Day next succeeding the date such notice is received notwithstanding (1) the amount of Mandatory Swingline Borrowing may not comply with the minimum amount for borrowings of Revolving Loans otherwise required hereunder, (2) whether any conditions specified in Section 4.2 are then satisfied, (3) whether a Default or an Event of Default then exists, (4) failure of any such request or deemed request for Revolving Loans to be made by the time otherwise required in Section 2.1(b)(i), (5) the date of such Mandatory Swingline Borrowing, or (6) any reduction in the Revolving Committed Amount or termination of the Revolving Commitments immediately prior to such Mandatory

Swingline Borrowing or contemporaneously therewith. In the event that any Mandatory Swingline Borrowing cannot for any reason be made on the date otherwise required above (including, without limitation, as a result of the commencement of a proceeding under the Bankruptcy Code), then each Revolving Lender hereby agrees that it shall forthwith purchase (as of the date the Mandatory Swingline Borrowing would otherwise have occurred, but adjusted for any payments received from the ~~Borrower~~**Borrowers** on or after such date and prior to such purchase) from the Swingline Lender such Participation Interest in the outstanding Swingline Loans as shall be necessary to cause each such Revolving Lender to share in such Swingline Loans ratably based upon its respective Revolving Commitment Percentage (determined before giving effect to any termination of the Commitments pursuant to Section 7.2); provided that (x) all interest payable on the Swingline Loans shall be for the account of the Swingline Lender until the date as of which the respective Participation Interest is purchased, and (y) at the time any purchase of a Participation Interest pursuant to this sentence is actually made, the purchasing Revolving Lender shall be required to pay to the Swingline Lender interest on the principal amount of such Participation Interest purchased for each day from and including the day upon which the Mandatory Swingline Borrowing would otherwise have occurred to but excluding the date of payment for such Participation Interest, at the rate equal to, if paid within two (2) Business Days of the date of the Mandatory Swingline Borrowing, the Federal Funds Effective Rate, and thereafter at a rate equal to the Alternate Base Rate. The ~~Borrower~~**Borrowers** shall have the right to repay the Swingline Loan in whole or in part from time to time in accordance with Section 2.7(a).

(c) Interest on Swingline Loans. Subject to the provisions of Section 2.8, Swingline Loans shall bear interest at a per annum rate equal to the Alternate Base Rate plus the Applicable Margin for Revolving Loans that are Alternate Base Rate Loans. Interest on Swingline Loans shall be payable in arrears on each Interest Payment Date.

(d) Swingline Loan Note; Covenant to Pay. The Swingline Loans shall be evidenced by this Agreement and, upon request of the Swingline Lender, by a duly executed promissory note of the ~~Borrower~~**Borrowers** in favor of the Swingline Lender in the original amount of the Swingline Committed Amount and substantially in the form of Exhibit 2.4(d). The ~~Borrower covenants and agrees~~**Borrowers jointly and severally covenant and agree** to pay the Swingline Loans in accordance with the terms of this Agreement.

(e) Cash Collateral. At any point in time in which there is a Defaulting Lender, the Swingline Lender may require the ~~Borrower~~**Borrowers** to Cash Collateralize the outstanding Swingline Loans pursuant to Section 2.20.

Section 2.5 Fees.

(a) Commitment Fee. Subject to Section 2.21, in consideration of the Revolving Commitments, the ~~Borrower agrees~~**Borrowers jointly and severally agree** to pay to the Administrative Agent, for the ratable benefit of the Revolving Lenders, a

commitment fee (the "Commitment Fee") in an amount equal to the Applicable Margin per annum on the average daily unused amount of the Revolving Committed Amount. The Commitment Fee shall be calculated quarterly in arrears. For purposes of computation of the Commitment Fee, LOC Obligations shall be considered usage of the Revolving Committed Amount but Swingline Loans shall not be considered usage of the Revolving Committed Amount. The Commitment Fee shall be payable quarterly in arrears on the last Business Day of each calendar quarter.

(b) Letter of Credit Fees. Subject to Section 2.21, in consideration of the LOC Commitments, the ~~Borrower agrees~~**Borrowers jointly and severally agree** to pay to the Administrative Agent, for the ratable benefit of the Revolving Lenders, a fee (the "Letter of Credit Fee") equal to the Applicable Margin for Revolving Loans that are LIBOR Rate Loans per annum on the average daily maximum amount available to be drawn under each Letter of Credit from the date of issuance to the date of expiration. The Letter of Credit Fee shall be payable quarterly in arrears on the last Business Day of each calendar quarter.

(c) Issuing Lender Fees. In addition to the Letter of Credit Fees payable pursuant to subsection (b) hereof, the ~~Borrower~~**Borrowers** shall pay to the Issuing Lender for its own account without sharing by the other Lenders the reasonable and customary charges from time to time of the Issuing Lender with respect to the amendment, transfer, administration, cancellation and conversion of, and drawings under, such Letters of Credit (collectively, the "Issuing Lender Fees"). The Issuing Lender may charge, and retain for its own account without sharing by the other Lenders, an additional facing fee (the "Letter of Credit Facing Fee") of 0.125% per annum on the average daily maximum amount available to be drawn under each such Letter of Credit issued by it. The Issuing Lender Fees and the Letter of Credit Facing Fee shall be payable quarterly in arrears on the last Business Day of each calendar quarter.

(d) Administrative Fee. The ~~Borrower agrees~~**Borrowers jointly and severally agree** to pay to the Administrative Agent the annual administrative fee as described in the RBS Fee Letter.

Section 2.6 Commitment Reductions.

(a) Voluntary Reductions. The ~~Borrower~~**Borrowers** shall have the right to terminate or permanently reduce the unused portion of the Revolving Committed Amount at any time or from time to time upon not less than five (5) Business Days' prior written notice to the Administrative Agent (which shall notify the Lenders thereof as soon as practicable) of each such termination or reduction, which notice shall specify the effective date thereof and the amount of any such reduction which shall be in a minimum amount of $500,000 or a whole multiple of $100,000 in excess thereof and shall be irrevocable and effective upon receipt by the Administrative Agent; provided that no such reduction or termination shall be permitted if after giving effect thereto, and to any prepayments of the Revolving Loans made on the effective date thereof, the sum of the aggregate principal amount of outstanding Revolving Loans plus outstanding Swingline Loans plus outstanding LOC Obligations would exceed the Revolving Committed Amount then in effect. Any reduction in the Revolving Committed Amount shall be applied to the Commitment of each Revolving Lender in according to its Revolving Commitment Percentage.

(b) LOC Committed Amount. If the Revolving Committed Amount is reduced below the then current LOC Committed Amount, the LOC Committed Amount shall automatically be reduced by an amount such that the LOC Committed Amount equals the Revolving Committed Amount.

(c) Swingline Committed Amount. If the Revolving Committed Amount is reduced below the then current Swingline Committed Amount, the Swingline Committed Amount shall automatically be reduced by an amount such that the Swingline Committed Amount equals the Revolving Committed Amount.

(d) Revolving Maturity Date. The Revolving Commitments, the Swingline Commitment and the LOC Commitment shall automatically terminate on the Revolver Maturity Date.

Section 2.7 Prepayments.

(a) Optional Prepayments and Repayments. The ~~Borrower~~**Borrowers** shall have the right to repay the Revolving Loans and Swingline Loans in whole or in part from time to time; provided, however, that each partial prepayment or repayment of (i) Revolving Loans that are Alternate Base Rate Loans shall be in a minimum principal amount of $250,000 and integral multiples of $100,000 in excess thereof (or the remaining outstanding principal amount), (ii) Revolving Loans that LIBOR Rate Loans shall be in a minimum principal amount of $500,000 and integral multiples of $200,000 in excess thereof (or the remaining outstanding principal amount) and (iii) Swingline Loans shall be in a minimum principal amount of $100,000 and integral multiples of $100,000 in excess thereof (or the remaining outstanding principal amount). The ~~Borrower~~**Borrowers** shall give three Business Days' irrevocable notice of prepayment in the case of LIBOR Rate Loans and same-day irrevocable notice on any Business Day in the case of Alternate Base Rate Loans, to the Administrative Agent (which shall notify the Lenders thereof as soon as practicable). To the extent the ~~Borrower elects~~**Borrowers elect** to repay the Revolving Loans and/or Swingline Loans, amounts prepaid under this Section shall be applied to the Revolving Loans and/or Swingline Loans, as applicable of the Revolving Lenders in accordance with their respective Revolving Commitment Percentages. Within the foregoing parameters, prepayments under this Section shall be applied first to Alternate Base Rate Loans and then to LIBOR Rate Loans in direct order of Interest Period maturities. All prepayments under this Section shall be subject to Section 2.15, but otherwise without premium or penalty. Interest on the principal amount prepaid shall be payable on the next occurring Interest Payment Date that would have occurred had such loan not been prepaid or, at the request of the Administrative Agent, interest on the principal amount prepaid shall be payable on any date that a prepayment is made hereunder through the date of prepayment.

(b) Mandatory Prepayments.

(i) Revolving Committed Amount. If at any time after the Closing Date, the sum of the aggregate principal amount of outstanding Revolving Loans plus outstanding Swingline Loans plus outstanding LOC Obligations shall exceed the Revolving Committed Amount, the ~~Borrower~~**Borrowers** shall immediately prepay the Revolving Loans and Swingline Loans and (after all Revolving Loans and Swingline Loans have been repaid) Cash Collateralize the LOC Obligations in an amount sufficient to eliminate such excess (such prepayment to be applied as set forth in clause (ii) below).

(ii) Application of Mandatory Prepayments. All amounts required to be prepaid pursuant to Section 2.7(b)(i), (1) first to the outstanding Swingline Loans, (2) second to the outstanding Revolving Loans and (3) third to Cash Collateralize the LOC Obligations; and

(c) Bank Product Obligations Unaffected. Any repayment or prepayment made pursuant to this Section shall not affect the ~~Borrower's~~**Borrowers' joint and several** obligation to continue to make payments under any Bank Product, which shall remain in full force and effect notwithstanding such repayment or prepayment, subject to the terms of such Bank Product.

Section 2.8 Default Rate and Payment Dates.

(a) If all or a portion of the principal amount of any Loan which is a LIBOR Rate Loan shall not be paid when due or continued as a LIBOR Rate Loan in accordance with the provisions of Section 2.9 (whether at the stated maturity, by acceleration or otherwise), such overdue principal amount of such Loan shall be converted to an Alternate Base Rate Loan at the end of the Interest Period applicable thereto.

(b) Upon the occurrence and during the continuance of a (i) Bankruptcy Event or a Payment Event of Default, the principal of and, to the extent permitted by law, interest on the Loans and any other amounts owing hereunder or under the other Credit Documents shall automatically bear interest at a rate per annum which is equal to the Default Rate and (ii) any other Event of Default hereunder, at the option of the Required Lenders, the principal of and, to the extent permitted by law, interest on the Loans and any other amounts owing hereunder or under the other Credit Documents shall automatically bear interest, at a per annum rate which is equal to the Default Rate, in each case from the date of such Event of Default until such Event of Default is waived in accordance with Section 9.1. Any default interest owing under this Section 2.8(b) shall be due and payable on the earlier to occur of (x) demand by the Administrative Agent (which demand the Administrative Agent shall make if directed by the Required Lenders) and (y) the Revolver Maturity Date.

(c) Interest on each Loan shall be payable in arrears on each Interest Payment Date; provided that interest accruing pursuant to paragraph (b) of this Section shall be payable from time to time on demand.

Section 2.9 Conversion Options.

(a) The ~~Borrower~~**Borrowers** may, in the case of Revolving Loans, elect from time to time to convert Alternate Base Rate Loans to LIBOR Rate Loans or to continue LIBOR Rate Loans, by delivering a Notice of Conversion/Extension to the Administrative Agent at least three Business Days prior to the proposed date of conversion or continuation. In addition, the Borrower may elect from time to time to convert all or any portion of a LIBOR Rate Loan to an Alternate Base Rate Loan by giving the Administrative Agent irrevocable written notice thereof by 11:00 A.M. one (1) Business Day prior to the proposed date of conversion. If the date upon which an Alternate Base Rate Loan is to be converted to a LIBOR Rate Loan is not a Business Day, then such conversion shall be made on the next succeeding Business Day and during the period from such last day of an Interest Period to such succeeding Business Day such Loan shall bear interest as if it were an Alternate Base Rate Loan. LIBOR Rate Loans may only be converted to Alternate Base Rate Loans on the last day of the applicable Interest Period. If the date upon which a LIBOR Rate Loan is to be converted to an Alternate Base Rate Loan is not a Business Day, then such conversion shall be made on the next succeeding Business Day and during the period from such last day of an Interest Period to such succeeding Business Day such Loan shall bear interest as if it were an Alternate Base Rate Loan. All or any part of outstanding Alternate Base Rate Loans may be converted as provided herein; provided that (i) no Loan may be converted into a LIBOR Rate Loan when any Default or Event of Default has occurred and is continuing and (ii) partial conversions shall be in an aggregate principal amount of $250,000 or a whole multiple of $100,000 in excess thereof. All or any part of outstanding LIBOR Rate Loans may be converted as provided herein; provided that partial conversions shall be in an aggregate principal amount of $500,000 or a whole multiple of $250,000 in excess thereof.

(b) Any LIBOR Rate Loans may be continued as such upon the expiration of an Interest Period with respect thereto by compliance by the Borrower with the notice provisions contained in Section 2.9(a); provided, that no LIBOR Rate Loan may be continued as such when any Default or Event of Default has occurred and is continuing, in which case such Loan shall be automatically converted to an Alternate Base Rate Loan at the end of the applicable Interest Period with respect thereto. If the Borrower shall fail to give timely notice of an election to continue a LIBOR Rate Loan, or the continuation of LIBOR Rate Loans is not permitted hereunder, such LIBOR Rate Loans shall be automatically converted to Alternate Base Rate Loans at the end of the applicable Interest Period with respect thereto.

Section 2.10 Computation of Interest and Fees; Usury.

(a) Interest payable hereunder with respect to any Alternate Base Rate Loan based on the Prime Rate shall be calculated on the basis of a year of 365 days (or 366 days, as applicable) for the actual days elapsed. All other fees, interest and all other amounts payable hereunder shall be calculated on the basis of a 360-day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of each determination of a LIBOR Rate on the Business Day of the determination thereof. Any change in the interest rate on a Loan resulting from a change in the Alternate Base Rate shall become effective as of the opening of business on the day on which such change in the Alternate

Base Rate shall become effective. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of the effective date and the amount of each such change.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the ~~Borrower~~**Borrowers** and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the ~~Borrower~~**Borrowers**, deliver to the ~~Borrower~~**Borrowers** a statement showing the computations used by the Administrative Agent in determining any interest rate.

(c) It is the intent of the Lenders and the Credit Parties to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between the Lenders and the Credit Parties are hereby limited by the provisions of this subsection which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including, but not limited to, prepayment or acceleration of the maturity of any Obligation), shall the interest taken, reserved, contracted for, charged, or received under this Agreement, under the Notes or otherwise, exceed the maximum nonusurious amount permissible under applicable law. If, from any possible construction of any of the Credit Documents or any other document, interest would otherwise be payable in excess of the maximum nonusurious amount, any such construction shall be subject to the provisions of this paragraph and such interest shall be automatically reduced to the maximum nonusurious amount permitted under applicable law, without the necessity of execution of any amendment or new document. If any Lender shall ever receive anything of value which is characterized as interest on the Loans under applicable law and which would, apart from this provision, be in excess of the maximum nonusurious amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the Loans and not to the payment of interest, or refunded to the ~~Borrower~~**Borrowers** or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal amount of the Loans. The right to demand payment of the Loans or any other Indebtedness evidenced by any of the Credit Documents does not include the right to receive any interest which has not otherwise accrued on the date of such demand, and the Lenders do not intend to charge or receive any unearned interest in the event of such demand. All interest paid or agreed to be paid to the Lenders with respect to the Loans shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term (including any renewal or extension) of the Loans so that the amount of interest on account of such Indebtedness does not exceed the maximum nonusurious amount permitted by applicable law.

Section 2.11 Pro Rata Treatment and Payments.

(a) Allocation of Payments Prior to Exercise of Remedies. Each borrowing of Revolving Loans and any reduction of the Revolving Commitments shall be made pro rata according to the respective Revolving Commitment Percentages of the Revolving Lenders.

Unless otherwise required by the terms of this Agreement, each payment under this Agreement shall be applied, first, to any fees then due and owing by the ~~Borrower~~**Borrowers** pursuant to Section 2.5, second, to interest then due and owing hereunder of the ~~Borrower~~**Borrowers** and, third, to principal then due and owing hereunder and under this Agreement of the ~~Borrower~~**Borrowers**. Each payment on account of any fees pursuant to Section 2.5 shall be made pro rata in accordance with the respective amounts due and owing (except as to the Letter of Credit Facing Fees and the Issuing Lender Fees which shall be paid to the Issuing Lender). Each optional repayment and prepayment by the ~~Borrower~~**Borrowers** on account of principal of and interest on the Revolving Loans shall be applied to such Loans, as applicable, on a pro rata basis and, to the extent applicable, in accordance with the terms of Section 2.7(a) hereof. Each mandatory prepayment on account of principal of the Loans shall be applied to such Loans, as applicable, on a pro rata basis and, to the extent applicable, in accordance with Section 2.7(b). All payments (including prepayments) to be made by the ~~Borrower~~**Borrowers** on account of principal, interest and fees shall be made without defense, set-off or counterclaim and shall be made to the Administrative Agent for the account of the Lenders at the Administrative Agent's office specified on Section 9.2 in Dollars and in immediately available funds not later than 1:00 P.M. on the date when due. The Administrative Agent shall distribute such payments to the Lenders entitled thereto promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the LIBOR Rate Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. If any payment on a LIBOR Rate Loan becomes due and payable on a day other than a Business Day, such payment date shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day.

(b) Allocation of Payments After Exercise of Remedies. Notwithstanding any other provisions of this Agreement to the contrary, after the exercise of remedies (other than the application of default interest pursuant to Section 2.8) by the Administrative Agent or the Lenders pursuant to Section 7.2 (or after the Commitments shall automatically terminate and the Loans (with accrued interest thereon) and all other amounts under the Credit Documents (including, without limitation, the maximum amount of all contingent liabilities under Letters of Credit) shall automatically become due and payable in accordance with the terms of such Section), all amounts collected or received by the Administrative Agent or any Lender on account of the Credit Party Obligations or any other amounts outstanding under any of the Credit Documents or in respect of the Collateral shall be paid over or delivered as follows (irrespective of whether the following costs, expenses, fees, interest, premiums, scheduled periodic payments or Credit Party Obligations are allowed, permitted or recognized as a claim in any proceeding resulting from the occurrence of a Bankruptcy Event):

FIRST, to the payment of all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) of the Administrative Agent in connection with enforcing the rights of the Lenders under the Credit Documents and any protective advances made by the Administrative Agent with respect to the Collateral under or pursuant to the terms of the Security Documents;

SECOND, to the payment of any fees owed to the Administrative Agent and the Issuing Lender;

THIRD, to the payment of all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) of each of the Lenders in connection with enforcing its rights under the Credit Documents or otherwise with respect to the Credit Party Obligations owing to such Lender;

FOURTH, to the payment of all of the Credit Party Obligations consisting of accrued fees and interest, and including, with respect to any Bank Product, any fees, premiums and scheduled periodic payments due under such Bank Product and any interest accrued thereon;

FIFTH, to the payment of the outstanding principal amount of the Credit Party Obligations and the payment or cash collateralization of the outstanding LOC Obligations, and including with respect to any Bank Product, any breakage, termination or other payments due under such Bank Product and any interest accrued thereon;

SIXTH, to all other Credit Party Obligations and other obligations which shall have become due and payable under the Credit Documents or otherwise and not repaid pursuant to clauses "FIRST" through "FIFTH" above; and

SEVENTH, to the payment of the surplus, if any, to whoever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (a) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; (b) each of the Lenders and any Bank Product Provider shall receive an amount equal to its pro rata share (based on the proportion that the then outstanding Loans and LOC Obligations held by such Lender or the outstanding obligations payable to such Bank Product Provider bears to the aggregate then outstanding Loans and LOC Obligations and obligations payable under all Bank Products) of amounts available to be applied pursuant to clauses "THIRD", "FOURTH", "FIFTH" and "SIXTH" above; and (c) to the extent that any amounts available for distribution pursuant to clause "FIFTH" above are attributable to the issued but undrawn amount of outstanding Letters of Credit, such amounts shall be held by the Administrative Agent in a cash collateral account and applied (i) first, to reimburse the Issuing Lender from time to time for any drawings under such Letters of Credit and (ii) then, following the expiration of all Letters of Credit, to all other obligations of the types described in clauses "FIFTH" and "SIXTH" above in the manner provided in this Section. Notwithstanding the foregoing terms of this Section, only Collateral proceeds and payments under the Guaranty (as opposed to ordinary course principal, interest and fee

payments hereunder) shall be applied to obligations under any Bank Product. Amounts distributed with respect to any Bank Product Debt shall be the last Bank Product Amount reported to the Administrative Agent; provided that any such Bank Product Provider may provide an updated Bank Product Amount to the Administrative Agent prior to payments made pursuant to this Section. The Administrative Agent shall have no obligation to calculate the amount to be distributed with respect to any Bank Product Debt, but may rely upon written notice of the amount (setting forth a reasonably detailed calculation) from the applicable Bank Product Provider. In the absence of such notice, the Administrative Agent may assume the amount to be distributed is the Bank Product Amount last reported to the Administrative Agent.

Section 2.12 Non-Receipt of Funds by the Administrative Agent.

(a) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received written notice from a Lender prior to the proposed date of any Extension of Credit that such Lender will not make available to the Administrative Agent such Lender's share of such Extension of Credit, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with this Agreement and may, in reliance upon such assumption, make available to the ~~Borrower~~**Borrowers** a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Extension of Credit available to the Administrative Agent, then the applicable Lender and ~~the~~**each** Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the ~~Borrower~~**Borrowers** to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the ~~Borrower~~**Borrowers**, the interest rate applicable to Alternate Base Rate Loans. If the ~~Borrower~~**Borrowers** and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the ~~Borrower~~**Borrowers** the amount of such interest paid by the ~~Borrower~~**Borrowers** for such period. If such Lender pays its share of the applicable Extension of Credit to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Extension of Credit. Any payment by the ~~Borrower~~**Borrowers** shall be without prejudice to any claim the ~~Borrower~~**Borrowers** may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(b) Payments by ~~Borrower~~Borrowers ; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the ~~Borrower~~**Borrowers** prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Lender hereunder that the ~~Borrower~~**Borrowers** will not make such payment, the Administrative Agent may assume that the ~~Borrower~~**Borrowers** has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Lender, as the case may be, the amount due. In such event, if the ~~Borrower has~~**Borrowers have** not in fact made such payment,

then each of the Lenders or the Issuing Lender, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the Issuing Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the ~~Borrower~~**Borrowers** with respect to any amount owing under subsections (a) and (b) of this Section shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the ~~Borrower~~**Borrowers** by the Administrative Agent because the conditions to the applicable Extension of Credit set forth in Article IV are not satisfied or waived in accordance with the terms thereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Revolving Loans, to fund participations in Letters of Credit and Swingline Loans and to make payments pursuant to Section 9.5(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any such payment under Section 9.5(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 9.5(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

Section 2.13 Inability to Determine Interest Rate.

Notwithstanding any other provision of this Agreement, if (a) the Administrative Agent shall reasonably determine (which determination shall be conclusive and binding absent manifest error) that, by reason of circumstances affecting the relevant market, reasonable and adequate means do not exist for ascertaining the LIBOR Rate for such Interest Period, or (b) the Required Lenders shall reasonably determine (which determination shall be conclusive and binding absent manifest error) that the LIBOR Rate does not adequately and fairly reflect the cost to such Lenders of funding LIBOR Rate Loans that the ~~Borrower has~~**Borrowers have** requested be outstanding as a LIBOR Tranche during such Interest Period, the Administrative Agent shall forthwith give telephone notice of such determination, confirmed in writing, to the ~~Borrower~~**Borrowers**, and the Lenders at least two (2) Business Days prior to the first day of such Interest Period. Unless the ~~Borrower~~**Borrowers** shall have notified the Administrative Agent upon receipt of such telephone

notice that it wishes to rescind or modify its request regarding such LIBOR Rate Loans, any Loans that were requested to be made as LIBOR Rate Loans shall be made as Alternate Base Rate Loans and any Loans that were requested to be converted into or continued as LIBOR Rate Loans shall remain as or be converted into Alternate Base Rate Loans. Until any such notice has been withdrawn by the Administrative Agent, no further Loans shall be made as, continued as, or converted into, LIBOR Rate Loans for the Interest Periods so affected.

Section 2.14 Yield Protection.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, **liquidity,** compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the LIBOR Rate) or the Issuing Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the Issuing Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, such Issuing Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, Issuing Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, Issuing Lender or other Recipient, the ~~Borrower~~**Borrowers** will pay to such Lender, Issuing Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, Issuing Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or the Issuing Lender determines that any Change in Law affecting such Lender or the Issuing Lender or any lending office of such Lender or such Lender's or the Issuing Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Lender's capital or on the capital of such Lender's or the Issuing Lender's holding company, if any, as a consequence of this Agreement, the

Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by the Issuing Lender, to a level below that which such Lender or the Issuing Lender or such Lender's or the Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Lender's policies and the policies of such Lender's or the Issuing Lender's holding company with respect to **liquidity requirements and** capital adequacy), then from time to time the ~~Borrower~~**Borrowers** will pay to such Lender or the Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Lender or such Lender's or the Issuing Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the Issuing Lender setting forth the amount or amounts necessary to compensate such Lender or the Issuing Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the ~~Borrower~~**Borrowers** shall be conclusive absent manifest error. The ~~Borrower~~**Borrowers** shall pay such Lender or the Issuing Lender, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the Issuing Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or the Issuing Lender's right to demand such compensation, provided that the ~~Borrower~~**Borrowers** shall not be required to compensate a Lender or the Issuing Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date such Lender or Issuing Lender, as the case may be, notifies the ~~Borrower~~**Borrowers** of the Change in Law giving rise to such increased costs or reductions, and of such Lender's or Issuing Lender's intention to claim compensation therefore (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 2.15 Compensation for Losses.

(a) Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the ~~Borrower~~**Borrowers** shall promptly, but in any event, within ten (10) Business Days, compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(i) any continuation, conversion, payment or prepayment of any Loan other than an Alternate Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(ii) any failure by ~~the~~**any** Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than an Alternate Base Rate Loan on the date or in the amount notified by the ~~Borrower~~**Borrowers**; or

(iii) any assignment of a LIBOR Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the ~~Borrower~~**Borrowers** pursuant to Section 2.19;

including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The ~~Borrower~~**Borrowers** shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the ~~Borrower~~**Borrowers** to the Lenders under this Section, each Lender shall be deemed to have funded each LIBOR Rate Loan made by it at the LIBOR Rate for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such LIBOR Rate Loan was in fact so funded. With respect to Sections 2.13, 2.15 and 2.18 hereof, each Lender shall treat the ~~Borrower~~**Borrowers** in the same manner as such Lender treats other similarly situated borrowers.

(b) The ~~Borrower~~**Borrowers** shall pay to each Lender, as long as such Lender shall be required to maintain reserves under Regulation D with respect to "Eurocurrency liabilities" within the meaning of Regulation D, or under any similar or successor regulation with respect to Eurocurrency liabilities or Eurocurrency funding, additional interest on the unpaid principal amount of each LIBOR Loan equal to the actual costs of such reserves allocated to such LIBOR Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such LIBOR Loan, provided the ~~Borrower~~**Borrowers** shall have received at least fifteen (15) days prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice fifteen (15) days prior to the relevant interest payment date, such additional interest shall be due and payable fifteen (15) days from receipt of such notice.

Section 2.16 Taxes.

(a) Issuing Lender. For purposes of this Section 2.16, the term "Lender" includes any Issuing Lender.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Credit Party under any Credit Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Credit Party shall be increased as necessary so that after such deduction or withholding has been made (including such

deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the ~~Borrower~~**Borrowers**. The Credit Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the ~~Borrower~~**Borrowers**. The Credit Parties shall jointly and severally indemnify each Recipient, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the ~~Borrower~~**Borrowers** by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within thirty (30) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Credit Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Credit Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.6(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Credit Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Credit Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Credit Party to a Governmental Authority pursuant to this Section 2.16, such Credit Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent. Upon the request of the ~~Borrower~~**Borrowers**, after any payment of Taxes by the Administrative Agent to a Governmental Authority pursuant to this Section 2.16, the Administrative Agent shall deliver the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment.

(g) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Credit Document shall deliver to the ~~Borrower~~**Borrowers** and the Administrative Agent, at the time or times reasonably requested by the ~~Borrower~~**Borrowers** or the Administrative Agent, such properly completed and executed documentation reasonably requested by the ~~Borrower~~**Borrowers** or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the ~~Borrower~~**Borrowers** or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the ~~Borrower~~**Borrowers** or the Administrative Agent as will enable the ~~Borrower~~**Borrowers** or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.16(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that ~~the~~**any** Borrower is a U.S. Borrower,

(A) any Lender that is a U.S. Person shall deliver to the ~~Borrower~~**Borrowers** and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the ~~Borrower~~**Borrowers** or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the ~~Borrower~~**Borrowers** and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the ~~Borrower~~**Borrowers** or the Administrative Agent), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Credit Document, executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Credit Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(ii) executed originals of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit 2.16(a) to the effect that (A) such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of ~~the~~**a** Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN; or

(iv) to the extent a Foreign Lender is not the beneficial owner executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.16(b) or Exhibit 2.16(c), IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.16(d) on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the ~~Borrower~~**Borrowers** and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the ~~Borrower~~**Borrowers** or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the ~~Borrower~~**Borrowers** or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the ~~Borrower~~**Borrowers** and the Administrative Agent at the time or times

prescribed by law and at such time or times reasonably requested by the ~~Borrower~~Borrowers or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the ~~Borrower~~Borrowers or the Administrative Agent as may be necessary for the ~~Borrower~~Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the ~~Borrower~~**Borrowers** and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.16 (including by the payment of additional amounts pursuant to this Section 2.16), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 2.16 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Credit Document.

Section 2.17 Indemnification; Nature of Issuing Lender's Duties.

(a) In addition to its other obligations under Section 2.3, the Credit Parties hereby agree to protect, indemnify, pay and save the Issuing Lender and each Lender harmless from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses (including reasonable attorneys' fees) that the Issuing Lender or such Lender may incur or be subject to as a consequence, direct or indirect, of (i) the issuance of any Letter of Credit or (ii) the failure of the Issuing Lender to honor a drawing under a Letter of Credit as a result of any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority (all such acts or omissions, herein called "Government Acts").

(b) As between the Credit Parties, the Issuing Lender and each Lender, the Credit Parties shall assume all risks of the acts, omissions or misuse of any Letter of Credit by the beneficiary thereof. Neither the Issuing Lender nor any Lender shall be responsible: (i) for the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of any Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (ii) for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, that may prove to be invalid or ineffective for any reason; (iii) for failure of the beneficiary of a Letter of Credit to comply fully with conditions required in order to draw upon a Letter of Credit; (iv) for errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they be in cipher; (v) for errors in interpretation of technical terms; (vi) for any loss or delay in the transmission or otherwise of any document required in order to make a drawing under a Letter of Credit or of the proceeds thereof; and (vii) for any consequences arising from causes beyond the control of the Issuing Lender or any Lender, including, without limitation, any Government Acts. None of the above shall affect, impair, or prevent the vesting of the Issuing Lender's rights or powers hereunder.

(c) In furtherance and extension and not in limitation of the specific provisions hereinabove set forth, any action taken or omitted by the Issuing Lender or any Lender, under or in connection with any Letter of Credit or the related certificates, if taken or omitted in the absence of gross negligence or willful misconduct, shall not put such Issuing Lender or such Lender under any resulting liability to the Credit Parties. It is the intention of the parties that this Agreement shall be construed and applied to protect and indemnify the Issuing Lender and each Lender against any and all risks involved in the issuance of the Letters of Credit, all of which risks are hereby assumed by the Credit Parties, including, without limitation, any and all risks of the acts or omissions, whether rightful or wrongful, of any Governmental Authority. The Issuing Lender and the Lenders shall not, in any way, be liable for any failure by the Issuing Lender or anyone else to pay any drawing under any Letter of Credit as a result of any Government Acts or any other cause beyond the control of the Issuing Lender and the Lenders.

(d) Nothing in this Section is intended to limit the Reimbursement Obligation of the ~~Borrower~~**Borrowers** contained in Section 2.3(d) hereof. The obligations of the Credit Parties under this Section shall survive the termination of this Agreement. No act or omissions of any current or prior beneficiary of a Letter of Credit shall in any way affect or impair the rights of the Issuing Lender and the Lenders to enforce any right, power or benefit under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Section, the Credit Parties shall have no obligation to indemnify the Issuing Lender or any Lender in respect of any liability incurred by the Issuing Lender or such Lender arising out of the gross negligence or willful misconduct of the Issuing Lender (including action not taken by the Issuing Lender or such Lender), as determined by a court of competent jurisdiction or pursuant to arbitration.

Section 2.18 Illegality.

Notwithstanding any other provision of this Credit Agreement, if any Change in Law shall make it unlawful for such Lender or its LIBOR Lending Office to make or maintain LIBOR Rate Loans as contemplated by this Credit Agreement or to obtain in the interbank eurodollar market through its LIBOR Lending Office the funds with which to make such Loans, (a) such Lender shall promptly notify the Administrative Agent and the ~~Borrower~~**Borrowers** thereof, (b) the commitment of such Lender hereunder to make LIBOR Rate Loans or continue LIBOR Rate Loans as such shall forthwith be suspended until the Administrative Agent shall give notice that the condition or situation which gave rise to the suspension shall no longer exist, and (c) such Lender's Loans then outstanding as LIBOR Rate Loans, if any, shall be converted on the last day of the Interest Period for such Loans or within such earlier period as required by law as Alternate Base Rate Loans. The ~~Borrower~~**Borrowers** hereby ~~agrees~~**agree** to promptly pay any Lender, upon its demand, any additional amounts necessary to compensate such Lender for actual and direct costs (but not including anticipated profits) reasonably incurred by such Lender in making any repayment in accordance with this Section including, but not limited to, any interest or fees payable by such Lender to lenders of funds obtained by it in order to make or maintain its LIBOR Rate Loans hereunder. A certificate (which certificate shall include a description of the basis for the computation) as to any additional amounts payable pursuant to this Section submitted by such Lender, through the Administrative Agent, to the ~~Borrower~~**Borrowers** shall be conclusive in the absence of manifest error. Each Lender agrees to use reasonable efforts (including reasonable efforts to change its LIBOR Lending Office) to avoid or to minimize any amounts which may otherwise be payable pursuant to this Section; provided, however, that such efforts shall not cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender in its sole discretion to be material.

Section 2.19 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 2.14, or requires the ~~Borrower~~**Borrowers** to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, then such Lender shall (at the request of the ~~Borrower~~**Borrowers**) use reasonable efforts to designate a different lending

office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or Section 2.16, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The ~~Borrower~~**Borrowers** hereby ~~agrees~~**agree** to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 2.14, or if the ~~Borrower is~~**Borrowers are** required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16 or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the ~~Borrower~~**Borrowers** may, at ~~its~~**their** sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 9.6), all of its interests, rights (other than its existing rights to payments pursuant to Section 2.14 or Section 2.16) and obligations under this Agreement and the related Credit Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the ~~Borrower~~**Borrowers** shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 9.6(b)(iv);

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Credit Documents (including any amounts under Section 2.15) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the ~~Borrower~~**Borrowers** (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the ~~Borrower~~**Borrowers** to require such assignment and delegation cease to apply.

Section 2.20 Cash Collateral.

(a) Cash Collateral. At any time that there shall exist a Defaulting Lender, within one (1) Business Day following the written request of the Administrative Agent, the Issuing Lender (with a copy to the Administrative Agent) or any Swingline Lender (with a copy to the Administrative Agent), the ~~Borrower~~**Borrowers** shall Cash Collateralize all Fronting Exposure of the Issuing Lender and the Swingline Lender with respect to such Defaulting Lender (determined after giving effect to Section 2.21(b) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. The ~~Borrower~~**Borrowers**, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby ~~grants~~**grant** to the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Lenders and the Lenders (including the Swingline Lender), and agrees to maintain, a first priority security interest in all such Cash Collateral as security for the Defaulting Lenders' obligations to which such Cash Collateral may be applied pursuant to clause (c) below. If at any time the Administrative Agent, Issuing Lender or Swingline Lender determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure, the ~~Borrower~~**Borrowers** will, promptly upon demand by the Administrative Agent, Issuing Lender or Swingline Lender pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section or Section 2.21 in respect of Letters of Credit or Swingline Loans, shall be held and applied to the satisfaction of the specific LOC Obligations, Swingline Loans, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall no longer be required to be held as Cash Collateral pursuant to this Section 2.20 following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender), or (ii) the determination by the Administrative Agent, each Issuing Lender and each Swingline Lender that there exists excess Cash Collateral; provided that, subject to Section 2.21, the Person providing Cash Collateral and each Issuing Lender and Swingline Lender may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations.

Section 2.21 Defaulting Lenders.

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders and Section 9.1.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.7 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Lender or Swingline Lender hereunder; *third*, to Cash Collateralize the Issuing Lender's or Swingline Lender's Fronting Exposure in accordance with Section 2.20; *fourth*, as the ~~Borrower~~**Borrowers** may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the ~~Borrower~~**Borrowers**, to be held in a non-interest bearing deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the Issuing Lender's and the Swingline Lender's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement in accordance with Section 2.20; *sixth*, to the payment of any amounts owing to the Lenders, the Issuing Lenders or Swingline Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the Issuing Lenders or Swingline Lenders against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the ~~Borrower~~**Borrowers** as a result of any judgment of a court of competent jurisdiction obtained by the ~~Borrower~~**Borrowers** against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (A) such payment is a payment of the principal amount of any Loans or LOC Obligations in respect of which such Defaulting Lender has not fully funded its appropriate share and (B) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.2 were satisfied or waived, such payment shall be applied

solely to pay the Loans of, and LOC Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LOC Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in LOC Obligations and Swingline Loans are held by the Lenders pro rata in accordance with the Commitments under the applicable facility without giving effect to Section 2.21(a) (iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.21(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) Commitment Fees. No Defaulting Lender shall be entitled to receive any Commitment Fee for any period during which that Lender is a Defaulting Lender (and the ~~Borrower~~**Borrowers** shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Letter of Credit Fees. Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant Section 2.20.

(C) Reallocation of Fees. With respect to any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the ~~Borrower~~**Borrowers** shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in LOC Obligations or Swingline Loans that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to each Issuing Lender and Swingline Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Lender's or Swingline Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such Letter of Credit Fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in LOC Obligations and Swingline Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Revolving Commitment) but only to the extent that (x) the conditions set forth in Section 4.2 are satisfied at the time of such reallocation (and, unless the ~~Borrower~~**Borrowers** shall have otherwise notified the Administrative Agent at such time, the ~~Borrower~~**Borrowers** shall be deemed to

have represented and warranted that such conditions are satisfied at such time) and (y) such reallocation does not cause the aggregate Committed Funded Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swingline Loans. If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the ~~Borrower~~**Borrowers** shall, without prejudice to any right or remedy available to it hereunder or under law, (x) *first*, prepay Swingline Loans in an amount equal to the Swingline Lender's Fronting Exposure and (y) *second*, Cash Collateralize the Issuing Lender's Fronting Exposure in accordance with the procedures set forth in Section 2.20.

(b) Defaulting Lender Cure. If the ~~Borrower~~**Borrowers**, the Administrative Agent and each Swingline Lender and Issuing Lender, in their sole discretion, agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swingline Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.21(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the ~~Borrower~~**Borrowers** while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) New Swingline Loans/Letters of Credit. So long as any Lender is a Defaulting Lender, (i) the Swingline Lender shall not be required to fund any Swingline Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swingline Loan and (ii) no Issuing Lender shall be required to issue, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

Section 2.22 Incremental Facility.

(a) Revolving Facility Increases.

(i) General Terms. Subject to the terms and conditions set forth herein, the ~~Borrower~~**Borrowers** shall have the right, at any time and from time to time (but not to exceed four (4) increases in the aggregate) until the date that is six months prior to the Revolver Maturity Date, to increase the Revolving Committed Amount (each such increase, a "Revolving Facility Increase") by an aggregate principal amount for all such Revolving Facility Increases, that shall not exceed $100,000,000 (the "Incremental Increase Amount").

(ii) Terms and Conditions. The following terms and conditions shall apply to any Revolving Facility Increase: (A) no Default or Event of Default shall exist immediately prior to or after giving effect to such Revolving Facility Increase, (B) any loans made pursuant to a Revolving Facility Increase shall constitute Obligations and will be secured and guaranteed with the other existing Obligations on a pari passu basis, (C) any Lenders providing such Revolving Facility Increase shall be entitled to the same voting rights as the existing Lenders and shall be entitled to receive proceeds of prepayments on the same terms as the existing Revolving Lenders, (D) any such Revolving Facility Increase shall be in a minimum principal amount of $5,000,000 and integral multiples of $5,000,000 in excess thereof (or the remaining amount of the Incremental Increase Amount, if less), (E) the proceeds of any such Revolving Facility Increase will be used for the purposes set forth in Section 3.11, (F) the ~~Borrower~~**Borrowers** shall execute a Revolving Loan Note in favor of any new Lender or any existing Lender whose Revolving Commitment is increased pursuant to this Section, in each case, if requested by such Lender, (G) the conditions to Extensions of Credit in Section 4.2 shall have been satisfied, (H) the Administrative Agent shall have received (1) upon request of the Administrative Agent, an opinion or opinions (including, if reasonably requested by the Administrative Agent, local counsel opinions) of counsel for the Credit Parties, addressed to the Administrative Agent and the Lenders, in form and substance reasonably acceptable to the Administrative Agent and substantially similar to the opinion delivered to the Administrative Agent on the Closing Date, (2) any authorizing corporate documents as the Administrative Agent may reasonably request and (3) if applicable, a duly executed Notice of Borrowing, (I) the maturity date of any Revolving Facility Increase shall be no sooner than the Revolver Maturity Date, and (J) the Administrative Agent shall have received from the ~~Borrower~~**Borrowers** updated financial projections and an officer's certificate, in each case in form and substance reasonably satisfactory to the Administrative Agent, demonstrating that, after giving effect to any such Revolving Facility Increase and any borrowings thereunder on the Closing Date for such Revolving Facility Increase on a Pro Forma Basis, the ~~Borrower~~**Borrowers** will be in compliance with the financial covenants set forth in Section 5.9.

(iii) Revolving Facility Increase. In connection with the closing of any Revolving Facility Increase, the outstanding Revolving Loans and Participation Interests shall be reallocated by causing such fundings and repayments among the Lenders of Revolving Loans as necessary such that, after giving effect to such Revolving Facility Increase, each Lender will hold Revolving Loans and

Participation Interests based on its Revolving Commitment Percentage (after giving effect to such Revolving Facility Increase); provided that (i) such reallocations and repayments shall not be subject to any processing and/or recordation fees and (ii) the ~~Borrower~~**Borrowers** shall be responsible for any costs arising under Section 2.18 resulting from such reallocation and repayments.

(b) ~~Applicable Margin and Yield. The Applicable Margin, Commitment Fees and any other components of yield on any Revolving Facility Increase payable to the Lenders making such Revolving Facility Increase shall be determined by the Borrowers and the Lenders thereunder; provided that in the event that the interest rate margins or unused fees for any Revolving Facility Increase are higher than the Applicable Margin or Commitment Fees for the Revolving Facility, then the Applicable Margin or Commitment Fees for the Revolving Facility shall be increased to the extent necessary so that such Applicable Margin or Commitment Fees, as applicable, are equal to the interest rate margins or unused fees, as applicable, for such Revolving Facility Increase; provided, further, that in determining the interest rate margins applicable to the Revolving Facility Increase and the Revolving Facility, (i) upfront fees payable by the Borrower to the Lenders under the Revolving Facility or any Revolving Facility Increase in the initial primary syndication thereof (with such upfront fees being equated to interest based on assumed four-year life to maturity) and the effects of any and all interest rate floors shall be included and (ii) customary arrangement or commitment fees payable to the Lead Arrangers (or their affiliates) in connection with the Revolving Facility or to one or more arrangers (or their affiliates) of any Revolving Facility Increase, shall be excluded.~~**Terms of Incremental Revolving Facility Increase. Any Revolving Facility Increase shall be on the same terms (including pricing and maturity date) as, and pursuant to documentation applicable to, the Revolving Facility.**

(c) Participation. Participation in any such Revolving Facility Increase may be offered to each of the existing Lenders, but no such Lender shall have any obligation to provide all or any portion of any such Revolving Facility Increase. The ~~Borrower~~**Borrowers** may invite other banks, financial institutions and investment funds reasonably acceptable to the Administrative Agent (such consent not to be unreasonably withheld or delayed) to join this Credit Agreement as Lenders hereunder for any portion of such Revolving Facility Increase; provided that such other banks, financial institutions and investment funds shall enter into such lender joinder agreements to give effect thereto as the Administrative Agent may reasonably request.

(d) Amendments. The Administrative Agent is authorized to enter into, on behalf of the Lenders, any amendment to this Credit Agreement or any other Credit Document as may be necessary to incorporate the terms of any such Revolving Facility Increase.

Section 2.23 Joint and Several Obligations of the Borrowers.

(a) Each Borrower is accepting joint and several liability hereunder in consideration of the financial accommodation to be provided by the Lenders under this Agreement, for the mutual benefit, directly and indirectly, of the other Borrower and in consideration of the undertakings of the other Borrower to accept joint and several liability for such Borrower.

(b) Each Borrower jointly and severally hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrower with respect to the payment and performance of all of the Obligations, it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction between them.

(c) If and to the extent that either Borrower shall fail to make any payment with respect to any Obligation as and when due or to perform any Obligation in accordance with the terms thereof, then in each such event, the other Borrower will make such payment with respect to, or perform, such Obligation.

(d) The obligations of each Borrower under the provisions of this Section 2.23 constitute full recourse obligations of such Borrower, enforceable against it to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of this Agreement or any other circumstances whatsoever.

(e) Except as otherwise expressly provided herein, each Borrower hereby waives, to the extent permitted by applicable law, notice of acceptance of its joint and several liability. Except as otherwise expressly provided herein, each of the Borrowers hereby waives, to the extent permitted by law, notice of any Revolving Loan made under this Agreement, notice of occurrence of any Event of Default or of any demand for any payment under this Agreement, notice of any action at any time taken or omitted by any Lender under or in respect of any of the Obligations, any requirement of diligence and, generally, all demands, notices and other formalities of every kind in connection with this Agreement. Each of the Borrowers hereby assents to, and waives notice of, to the extent permitted by applicable law, any extension or postponement of the time for the payment of any Obligation, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by any Lender at any time or times in respect of any default by the other Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by any Lender in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any Obligation or the addition, substitution or release, in whole or in part, of any other Borrower. Without limiting the generality of the foregoing, each of the Borrowers assents to any other action or delay in acting or failure to act on the part of any Lender, including, without limitation, any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with the applicable laws or regulations thereunder which might, but for the provisions of this Section 2.23, afford grounds for terminating, discharging or relieving such Borrower, in whole or in part, from any of its obligations under this Section 2.23, it being the intention of each of the Borrowers that, so long as any Obligation remains unsatisfied, the obligations of such Borrower under this Section 2.23 shall not be discharged except by performance or payment

and then only to the extent of such performance or payment. The obligations of each Borrower under this Section 2.23 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to the other Borrower or any Lender. The joint and several liability of the Borrowers hereunder shall continue in full force and effect notwithstanding any absorption, merger, amalgamation or any other change whatsoever in the name, membership, constitution or place of formation of any Borrower or any Lender.

(f) The provisions of this Section 2.23 are made solely for the benefit of the Administrative Agent and the other Secured Parties and their respective successors and assigns, and may be enforced by any such Person from time to time against any Borrower as often as occasion therefor may arise and without requirement on the part of the Administrative Agent or any other Secured Party first to marshal any of its claims or to exercise any of its rights against the other Borrowers or to exhaust any remedies available to it against the other Borrowers or to resort to any other source or means of obtaining payment of any Obligation or to elect any other remedy. If at any time, any payment, or any part thereof, made in respect of any Obligation, is rescinded or must otherwise be restored or returned by the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section 2.23 will forthwith be reinstated in effect, as though such payment had not been made.

Notwithstanding any provision to the contrary contained herein or in any other Credit Document, to the extent the joint and several obligations of a Borrower shall be adjudicated to be invalid or unenforceable for any reason (including because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of such Borrower hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal or state and including, without limitation, Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law), after taking into account, among other things, such Borrower's right of contribution and indemnification from each other Credit Party under applicable law.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

To induce the Lenders to enter into this Agreement and to make the Extensions of Credit herein provided for, the Credit Parties (to the extent applicable to each such Credit Party) hereby represent and warrant to the Administrative Agent and to each Lender that:

Section 3.1 Financial Condition.

(a) As of the Closing Date, (i) The audited Consolidated financial statements of the ~~Borrower~~Partnership and its Subsidiaries for the fiscal year ended 2012 together with the related Consolidated statements of income or operations, equity and cash flows for the fiscal years ended on such dates, (ii) the unaudited Consolidated financial statements of the ~~Borrower~~Partnership and its Subsidiaries for the year-to-date period ending on the last day of the quarter that ended at least twenty (20) days prior to the Closing Date, together with the related Consolidated of income or operations, equity and cash flows for the year-to-date period ending on such date and (iii) a pro forma balance sheet of the ~~Borrower~~Partnership and its Subsidiaries as of the last day of the quarter that ended at least twenty (20) days prior to the Closing Date:

(A) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein;

(B) fairly present the financial condition of the ~~Borrower~~Partnership and its Subsidiaries, as applicable, as of the date thereof (subject, in the case of the unaudited financial statements, to normal year-end adjustments and the absence of footnotes) and results of operations for the period covered thereby; and

(C) show all material Indebtedness and other liabilities required to be reported by GAAP, direct or contingent, of the ~~Borrower~~Partnership and its Subsidiaries, as applicable, as of the date thereof, including liabilities for taxes, material commitments and contingent obligations.

(b) The five-year projections of the Credit Parties and their Subsidiaries (prepared quarterly for the first year following the Closing Date and annually thereafter for the term of this Agreement) delivered to the Lenders on or prior to the Closing Date have been prepared in good faith based upon reasonable assumptions it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the periods covered thereby may differ from the projected results by a material amount and may not be achieved.

Section 3.2 No Material Adverse Effect.

Since December 31, 2012 (and, in addition, after delivery of annual audited financial statements in accordance with Section 5.1(a), from the date of the most recently delivered annual audited financial statements), there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect.

Section 3.3 Corporate Existence; Compliance with Law; Patriot Act Information.

Each of the Credit Parties (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation, (b) has the requisite power and authority and the legal right to own and operate all its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged and has taken all actions necessary to maintain all rights, privileges, licenses and franchises necessary or required in the normal conduct of its business except those rights, privileges, licenses and franchises, the lack

of which could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (c) is duly qualified to conduct business and in good standing under the laws of (i) the jurisdiction of its organization or formation, (ii) the jurisdiction where its chief executive office is located and (iii) each other jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to so qualify or be in good standing in any such other jurisdiction could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all Requirements of Law, except to the extent such non-compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 3.3 as of the Closing Date, or as of the last date such Schedule was required to be updated in accordance with Section 5.2(c), is the following information for each Credit Party: the exact legal name and any former legal names of such Credit Party in the four (4) months prior to the Closing Date, the state of incorporation or organization, the type of organization, the jurisdictions in which such Credit Party is qualified to do business, the chief executive office, the principal place of business, the organization identification number and the federal tax identification number.

Section 3.4 Corporate Power; Authorization; Enforceable Obligations.

Each of the Credit Parties has the requisite power and authority and the legal right to make, deliver and perform the Credit Documents to which it is party and has taken all necessary limited liability company, partnership or corporate action to authorize the execution, delivery and performance by it of the Credit Documents to which it is party. Each Credit Document to which it is a party has been duly executed and delivered on behalf of each Credit Party. Each Credit Document to which it is a party constitutes a legal, valid and binding obligation of each Credit Party, enforceable against such Credit Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, by the unenforceability under certain circumstances under law or court decisions of provisions providing for the indemnification or contribution to a party with respect to liability when such indemnification or contribution is contrary to public policy and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 3.5 No Legal Bar; No Default.

The execution, delivery and performance by each Credit Party of the Credit Documents to which such Credit Party is a party, the borrowings thereunder and the use of the proceeds of the Loans (a) will not violate any Requirement of Law or any Contractual Obligation of any Credit Party (except those as to which waivers or consents have been obtained), (b) will not conflict with, result in a breach of or constitute a default under the articles of incorporation, bylaws, articles of organization, operating agreement or other organization documents of the Credit Parties or any material Contractual Obligation to which such Person is a party or by which any of its properties may be bound or any material approval or material consent from any Governmental Authority relating to such Person, except, in the case of a Contractual Obligation, where such conflict, breach or default could not reasonably be expected to have a Material Adverse Effect, and (c) will not result in, or require, the creation or imposition of any Lien on any Credit Party's properties or revenues pursuant to any Requirement of Law or Contractual Obligation other than Permitted Liens. No Credit Party is in default under or with respect to any of its Contractual Obligations that has had, or could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

Section 3.6 No Material Litigation.

No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Credit Parties, without a duty to investigate, threatened in writing by or against any Credit Party or any of its Subsidiaries or against any of its or their respective properties or revenues (a) with respect to the Credit Documents or any Extension of Credit or any of the Transactions, or (b) which could reasonably be expected to have a Material Adverse Effect. No permanent injunction, temporary restraining order or similar decree has been issued against any Credit Party or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect.

Section 3.7 Investment Company Act; etc.

No Credit Party is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended. No Credit Party is subject to regulation under the Federal Power Act, the Interstate Commerce Act, the Public Utility Holding Company Act of 2005 or any federal or state statute or regulation limiting its ability to incur the Credit Party Obligations.

Section 3.8 Margin Regulations.

No part of the proceeds of any Extension of Credit hereunder will be used directly or indirectly for any purpose that violates, or that would require any Lender to make any filings in accordance with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect. The Credit Parties and their Subsidiaries (a) are not engaged, principally or as one of their important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" "margin stock" within the respective meanings of each of such terms under Regulation U and (b) taken as a group do not own "margin stock" except as identified in the financial statements referred to in Section 3.1 or delivered pursuant to Section 5.1 and the aggregate value of all "margin stock" owned by the Credit Parties and their Subsidiaries taken as a group does not exceed 25% of the value of their assets.

Section 3.9 ERISA.

Neither a Reportable Event nor an "accumulated funding deficiency" (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan, and each Plan has complied in all material respects with the applicable provisions of ERISA and the Code. No termination of a Single Employer Plan has occurred resulting in any liability that has remained underfunded, and no Lien in favor of the PBGC or a Plan has arisen, during such five-year period. The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date

prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits. Neither any Credit Party nor any Commonly Controlled Entity is currently subject to any liability for a complete or partial withdrawal from a Multiemployer Plan.

Section 3.10 Environmental Matters.

(a) The Credit Parties and their respective Subsidiaries conduct in the ordinary course of business a review of the effect of Environmental Laws and claims alleging potential liability or responsibility under any Environmental Law or for violation of any Environmental Law on their respective businesses, operations and properties, and as a result thereof the Credit Parties have reasonably concluded that such Environmental Laws (including any costs to comply with Environmental Laws) and claims could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except for notices or listings of any release, discharge, or disposal of any Materials of Environmental Concern, any storage tanks, impoundments, septic tanks, pits, sumps, lagoons, contamination, or asbestos as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, none of the Credit Parties and their respective Subsidiaries have received from any Person, including but not limited to any Governmental Authority, any written notice of liability or potential liability under any Environmental Law; none of the properties currently or formerly owned or operated by any Credit Party or any of its Subsidiaries is listed or proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; there are no and never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Materials of Environmental Concern are being or have been treated, stored or disposed on any property currently owned or operated by any Credit Party or any of its Subsidiaries or, to the best of the knowledge of the ~~Borrower~~**Borrowers**, on any property formerly owned or operated by the ~~Borrower~~**Borrowers** or any of its Subsidiaries; no contamination has been found in any well located on property currently owned or operated by any Credit Party or any of its Subsidiaries; there is no asbestos or asbestos-containing material on any property currently owned or operated by the ~~Borrower~~**Borrowers** or any of its Subsidiaries; and Materials of Environmental Concern have not been released, discharged or disposed of on, under, at, or migrating to or from any property currently or formerly owned or operated by any Credit Party or any of its Subsidiaries.

(c) Except for any investigation, assessment, remedial action, or response action undertaken by or on behalf of any Credit Party or any of its Subsidiaries as could not reasonably be expected to result in a Material Adverse Effect, and except for any use, storage, generation, disposal, treatment, transport, or handling of any Materials of Environmental Concern as could not reasonably be expected to have a Material Adverse Effect, neither any Credit Party nor any of its Subsidiaries is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Materials of Environmental Concern at any site, location or operation, either voluntarily or pursuant to the order of any Governmental

Authority or the requirements of any Environmental Law; and all Materials of Environmental Concern generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Credit Party or any of its Subsidiaries are stored and have been disposed of in a manner not reasonably expected to result in liability to any Credit Party or any of its Subsidiaries.

Section 3.11 Use of Proceeds.

The proceeds of the Extensions of Credit shall be used by the ~~Borrower~~**Borrowers** solely (a) to refinance certain existing Indebtedness of the Credit Parties and their Subsidiaries, (b) to pay any costs, fees and expenses associated with this Agreement on the Closing Date, (c) for working capital and other general business purposes, including Permitted Acquisitions and (d) for Restricted Payments permitted hereunder.

Section 3.12 Subsidiaries; Joint Ventures; Partnerships.

Set forth on Schedule 3.12 is a complete and accurate list of all Subsidiaries, joint ventures and partnerships of the Credit Parties as of the Closing Date and as of the last date such Schedule was required to be updated in accordance with Section 5.2(c). Information on the attached Schedule includes the following: (a) the number of shares of each class of Equity Interests of each Subsidiary outstanding and (b) the number and percentage of outstanding shares of each class of Equity Interests owned by the Credit Parties and their Subsidiaries. As of the Closing Date, the outstanding Equity Interests of all such Subsidiaries are validly issued, fully paid and non-assessable and are owned free and clear of all Liens (other than those arising under or contemplated in connection with the Credit Documents). There are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options or other Equity Interests granted to employees or directors and directors' qualifying shares) of any nature relating to any Equity Interests of any Credit Party or any Subsidiary thereof, except as contemplated in connection with the Credit Documents.

Section 3.13 Ownership.

Each of the Credit Parties and its Subsidiaries is the owner of, and has record title to or a valid leasehold interest in, all of its real property and good title or a valid license to use all of its other assets except for defects that (i) do not materially interfere with the ordinary conduct of its business or (ii) could not reasonably be expected to have a Material Adverse Effect. Such real property and other assets constitute all assets in the aggregate material to the conduct of the business of the Credit Parties and their Subsidiaries, and (after giving effect to the Transactions) none of such assets is subject to any Lien other than Permitted Liens.

Section 3.14 Consent; Governmental Authorizations.

Except for the consents from the holders of the ROFRs and Repurchase Options and from franchisees or similar Persons under a ROFR Statute set forth on Schedule 3.14(a), no approval, consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with acceptance of Extensions of Credit by

the ~~Borrower~~**Borrowers** or the making of the Guaranty hereunder or with the execution, delivery or performance of any Credit Document by the Credit Parties (other than those which have been obtained) or with the validity or enforceability of any Credit Document against the Credit Parties (except such filings as are necessary in connection with the perfection of the Liens created by such Credit Documents) except for such approvals, consents or authorizations the failure of which to obtain could not reasonably be expected to have a Material Adverse Effect. Except for any ROFR or Repurchase Option set forth on Schedule 3.14(b) or any Mortgaged Property subject to a ROFR Statute, the execution, delivery, or performance of the Mortgage Instruments and the Administrative Agent's exercise of any rights or remedies thereunder will not give any Person the right to purchase any Mortgaged Property under or pursuant to any ROFR or Repurchase Option. There exists no default or breach of any of the Repurchase Options, Use Restrictions and/or any ROFR, and, except as set forth on Schedule 3.14(a), no facts known to any Credit Party exist that would trigger any ROFR Statute, any of the Repurchase Options and/or any ROFR.

Section 3.15 Taxes.

Each of the Credit Parties and its Subsidiaries has filed, or caused to be filed, all income tax returns and all other material tax returns (federal, state, local and foreign) required to be filed and paid (a) all amounts of taxes shown thereon to be due (including interest and penalties) and (b) all other material taxes, fees, assessments and other governmental charges (including mortgage recording taxes, documentary stamp taxes and intangibles taxes) owing by it, except for such taxes (i) that are not yet delinquent or (ii) that are being contested in good faith and by proper proceedings, and against which adequate reserves are being maintained in accordance with GAAP. None of the Credit Parties or their Subsidiaries has knowledge as of the Closing Date of any proposed material tax assessments against it or any of its Subsidiaries.

Section 3.16 Collateral Representations.

(a) [Intentionally Omitted].

(b) Documents, Instrument, and Tangible Chattel Paper. Set forth on Schedule 3.16(b), as of the Closing Date and as of the last date such Schedule was required to be updated in accordance with Section 5.2, is a description of all Documents (as defined in the UCC), Instruments (as defined in the UCC), and Tangible Chattel Paper (as defined in the UCC) of the Credit Parties (including the Credit Party owning such Document, Instrument and Tangible Chattel Paper and such other information as reasonably requested by the Administrative Agent) with an aggregate value in excess of $500,000.

(c) Deposit Accounts, Electronic Chattel Paper, Letter-of-Credit Rights, Securities Accounts and Uncertificated Investment Property. Set forth on Schedule 3.16(c), as of the Closing Date and as of the last date such Schedule was required to be updated in accordance with Section 5.2, is a description, in each case, with an individual value in excess of $200,000, of all Deposit Accounts (as defined in the UCC), Electronic Chattel Paper (as defined in the UCC), Letter-of-Credit Rights (as defined in the UCC), Securities Accounts (as defined in the UCC) and uncertificated Investment Property (as defined in the UCC) of the Credit Parties, including the name of (i) the applicable Credit Party, (ii) in the case of a Deposit Account, the depository institution and average amount

held in such Deposit Account, (iii) in the case of Electronic Chattel Paper, the account debtor, (iv) in the case of Letter-of-Credit Rights, the issuer or nominated person, as applicable, and (v) in the case of a Securities Account or other uncertificated Investment Property, the Securities Intermediary or issuer and the average amount held in such Securities Account, as applicable.

(d) Commercial Tort Claims. Set forth on Schedule 3.16(d), as of the Closing Date and as of the last date such Schedule was required to be updated in accordance with Section 5.2, is a description of all Commercial Tort Claims (as defined in the UCC) of the Credit Parties with an individual value in excess of $1,000,000 (detailing such Commercial Tort Claim in such detail as reasonably requested by the Administrative Agent).

(e) Pledged Equity Interests. Set forth on Schedule 3.16(e), as of the Closing Date and as of the last date such Schedule was required to be updated in accordance with Section 5.2, is a list of (i) 100% (or, if less, the full amount owned by such Credit Party) of the issued and outstanding Equity Interests owned by such Credit Party of each Domestic Subsidiary, (ii) 65% (or, if less, the full amount owned by such Credit Party) of each class of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and 100% (or, if less, the full amount owned by such Credit Party) of each class of the issued and outstanding Equity Interests not entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) owned by such Credit Party of each first-tier Foreign Subsidiary and (iii) all other Equity Interests required to be pledged to the Administrative Agent pursuant to the Security Documents.

(f) Properties. Set forth on Schedule 3.16(f)(i)(A), as of the Closing Date, is a list of all Mortgaged Properties (including the Credit Party or applicable Subsidiary of a Credit Party owning such Mortgaged Property). Set forth on Schedule 3.16(f)(ii) as of the Closing Date is a list of (i) each headquarter location of the Credit Parties (and an indication if such location is leased or owned), (ii) each other location where any significant administrative or governmental functions are performed (and an indication if such location is leased or owned) and (iii) each other location where the Credit Parties maintain any books or records (electronic or otherwise) (and an indication if such location is leased or owned). There exists no default or breach any of the Repurchase Options, Use Restrictions and/or any ROFR, and, except as set forth on Schedule 3.14(a), no facts exist that would trigger any ROFR Statute, any of the Repurchase Options and/or any ROFR.

Section 3.17 Solvency.

The Credit Parties are solvent on a consolidated basis and are able to pay their debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, and the fair saleable value of the Credit Parties' assets, measured on a going concern basis, exceeds all probable liabilities, including those to be incurred pursuant to this Agreement. The Credit Parties do not have, on a consolidated basis, unreasonably small capital in relation to the business in which they are or propose to be engaged. The Credit Parties have not incurred, on a consolidated basis, and the Credit Parties do not believe that they will incur debts beyond their ability to pay such debts as they become due. In executing the Credit Documents and consummating the Transactions, none of the Credit Parties intends to hinder, delay or defraud either present or future creditors or other Persons to which one or more of the Credit Parties is or will become indebted. On the Closing Date, the foregoing representations and warranties shall be made both before and after giving effect to the Transactions.

Section 3.18 Compliance with FCPA.

Each of the Credit Parties ~~and~~, their Subsidiaries ~~is~~**and their respective officers and employees and to the knowledge of any Borrower, its directors and agents, are** in compliance with the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.*, and any foreign counterpart thereto **(collectively, "Anti-Corruption Laws")**. None of the Credit Parties or their Subsidiaries has made a payment, offering, or promise to pay, or authorized the payment of, money or anything of value (a) in order to assist in obtaining or retaining business for or with, or directing business to, any foreign official, foreign political party, party official or candidate for foreign political office, (b) to a foreign official, foreign political party or party official or any candidate for foreign political office, and (c) with the intent to induce the recipient to misuse his or her official position to direct business wrongfully to such Credit Party or its Subsidiary or to any other Person, in violation of ~~the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq*~~**Anti-Corruption Laws. No Loan or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws. Each Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by such Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws**.

Section 3.19 [Intentionally Omitted].

Section 3.20 Brokers' Fees.

None of the Credit Parties or their Subsidiaries has any obligation to any Person in respect of any finder's, broker's, investment banking or other similar fee in connection with any of the Transactions other than the closing and other fees payable pursuant to this Agreement and as set forth in the Fee Letters.

Section 3.21 Labor Matters.

There are no collective bargaining agreements or Multiemployer Plans covering the employees of the Credit Parties or any of their Subsidiaries as of the Closing Date and none of the Credit Parties or their Subsidiaries (a) has suffered any strikes, walkouts, work stoppages or other material labor difficulty within the last five years or (b) has knowledge of any potential or pending strike, walkout or work stoppage. No unfair labor practice complaint is pending against any Credit Party or any of its Subsidiaries. There are no strikes, walkouts, work stoppages or other material labor difficulty pending or threatened against any Credit Party.

Section 3.22 Accuracy and Completeness of Information.

All written factual information heretofore (other than any projections), contemporaneously or hereafter furnished by or on behalf of any Credit Party or any of its Subsidiaries to the Administrative Agent, the Lead Arrangers or any Lender for purposes of or in connection with this Agreement or any other Credit Document, or any Transaction, do, or when furnished will not contain a misstatement of a material fact or omit to state any material fact necessary to make such written information not misleading in any material respect.

Section 3.23 [Intentionally Omitted].

Section 3.24 Insurance.

The properties of the Credit Parties and their Subsidiaries are insured with companies having an A.M. Best Rating of at least A- and are not Affiliates of the Credit Parties, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where any Credit Party or the applicable Subsidiary operates. Such insurance coverage complies with the requirements set forth in Section 5.5(b).

Section 3.25 Security Documents.

The provisions of the Security Documents are effective to create in favor of the Secured Parties a legal, valid and enforceable first priority lien (subject to Permitted Liens) on all right, title and interest of the respective Credit Parties in the Collateral described therein **except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, by the unenforceability under certain circumstances under law or court decisions of provisions providing for the indemnification or contribution to a party with respect to liability when such indemnification or contribution is contrary to public policy and by general equitable principles (whether enforcement is sought by proceedings in equity or at law)**. Except for filings completed prior to the Closing Date or as contemplated hereby and by the Security Documents, no filing or other action will be necessary to perfect or protect such liens.

Section 3.26 Classification of Senior Indebtedness.

The Credit Party Obligations constitute "Senior Indebtedness", "Designated Senior Indebtedness" or any similar designation under and as defined in any agreement governing any Subordinated Debt and the subordination provisions set forth in each such agreement are legally valid and enforceable against the parties thereto, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, by the unenforceability under certain circumstances under law or court decisions of provisions providing for the indemnification or contribution to a party with respect to liability when such indemnification or contribution is contrary to public policy and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

Section 3.27 Anti-Terrorism Laws.

Neither any Credit Party nor any of its Subsidiaries is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 *et seq*.) (the "Trading with the Enemy Act"), as amended. Neither

any Credit Party nor any of its Subsidiaries is in violation of (a) the Trading with the Enemy Act, as amended, (b) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (c) the Patriot Act. None of the Credit Parties (i) is a blocked person described in Section 1 of the Anti-Terrorism Order or (ii) to the best of its knowledge, engages in any dealings or transactions, or is otherwise associated, with any such blocked person.

Section 3.28 Compliance with OFAC Rules and Regulations.

(a) None of the Credit Parties or their Subsidiaries or their respective Affiliates**, officers and employees and to the knowledge of such Borrower, its directors and agents** is in violation of and **each of the foregoing** shall not violate any ~~of the country or list based economic and trade sanctions administered and enforced by OFAC that are described or referenced at http://www.ustreas.gov/offices/enforcement/ofac/ or as otherwise published from time to time~~**applicable Sanctions. Each Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by such Borrower, its Subsidiaries and their respective directors, officers, employees and agents with applicable Sanctions**.

(b) None of the Credit Parties or their Subsidiaries or their respective Affiliates **or to the knowledge of such Credit Party, their respective directors, officers or employees** (i) is a Sanctioned Person or a Sanctioned Entity, (ii) has a more than 10% of its assets located in Sanctioned Entities, or (iii) derives more than 10% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. No proceeds of any Loan will be used nor have any been used to fund any operations in, finance any investments or activities in or make any payments to, a Sanctioned Person or a Sanctioned Entity **or otherwise violate any applicable Sanctions**.

Section 3.29 Authorized Officer.

Set forth on Schedule 3.29 are Responsible Officers that are permitted to sign Credit Documents on behalf of the Credit Parties, holding the offices indicated next to their respective names, as of the Closing Date and as of the last date such Schedule was required to be updated in accordance with Section 5.2(c). Such Authorized Officers are the duly elected and qualified officers of such Credit Party and are duly authorized to execute and deliver, on behalf of the respective Credit Party, the Credit Agreement, the Notes and the other Credit Documents.

Section 3.30 Regulation H.

No Mortgaged Property is a Flood Hazard Property unless the Administrative Agent shall have received the following: (a) the applicable Credit Party's written acknowledgment of receipt of written notification from the Administrative Agent (i) as to the fact that such Mortgaged Property is a Flood Hazard Property and (ii) as to whether the community in which each such Flood Hazard Property is located is participating in the National Flood Insurance Program and (b) copies of insurance policies or certificates of insurance of the applicable Credit Party evidencing flood insurance reasonably satisfactory to the Administrative Agent and naming the Administrative Agent as loss payee on behalf of the Lenders.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.1 Conditions to Closing Date.

This Agreement shall become effective upon, and the obligation of each Lender to make the initial Extensions of Credit on the Closing Date is subject to, the satisfaction of the following conditions precedent:

(a) Execution of Credit Agreement and Credit Documents. The Administrative Agent shall have received (i) counterparts of this Agreement, executed by a duly authorized officer of each party hereto, (ii) for the account of each Revolving Lender requesting a promissory note, a duly executed Revolving Loan Note, (iii) for the account of the Swingline Lender requesting a promissory note, the Swingline Loan Note, (iv) counterparts of the Security Agreement and the Pledge Agreement, in each case conforming to the requirements of this Agreement and executed by duly authorized officers of the Credit Parties or other Person, as applicable and (v) counterparts of any other Credit Document, executed by the duly authorized officers of the parties thereto.

(b) Authority Documents. The Administrative Agent shall have received the following:

(i) Articles of Incorporation/Charter Documents. Copies of certified articles of incorporation or other charter documents, as applicable, of each Credit Party certified (A) by an officer of such Credit Party (pursuant to an officer's certificate in substantially the form of Exhibit 4.1(b) attached hereto) as of the Closing Date to be true and correct and in force and effect as of such date, and (B) to be true and complete as of a recent date by the appropriate Governmental Authority of the state of its incorporation or organization, as applicable.

(ii) Resolutions. Copies of resolutions of the board of directors, general partner or comparable managing body of each Credit Party approving and adopting the Credit Documents, the Transactions and authorizing execution and delivery thereof, certified by an officer of such Credit Party (pursuant to an officer's certificate in substantially the form of Exhibit 4.1(b) attached hereto) as of the Closing Date to be true and correct and in force and effect as of such date.

(iii) Bylaws/Operating Agreement/Partnership Agreement. A copy of the bylaws or comparable operating agreement of each Credit Party certified by an officer of such Credit Party (pursuant to an officer's certificate in substantially the form of Exhibit 4.1(b) attached hereto) as of the Closing Date to be true and correct and in force and effect as of such date.

(iv) Good Standing. Original certificates of good standing, existence or its equivalent with respect to each Credit Party certified as of a recent date by the appropriate Governmental Authorities of the state of incorporation or organization and each other state in which the failure to so qualify and be in good standing could reasonably be expected to have a Material Adverse Effect.

(v) Incumbency. An incumbency certificate of each Authorized Officer of each Credit Party certified by an officer (pursuant to an officer's certificate in substantially the form of Exhibit 4.1(b) attached hereto) to be true and correct as of the Closing Date.

(c) Legal Opinion of Counsel. The Administrative Agent shall have received an opinion or opinions (including, if requested by the Administrative Agent, local counsel opinions) of counsel for the Credit Parties, dated the Closing Date and addressed to the Administrative Agent and the Lenders, in form and substance acceptable to the Administrative Agent (which shall include, without limitation, opinions with respect to the due organization and valid existence of each Credit Party, opinions as to perfection of the Liens granted to the Administrative Agent pursuant to the Security Documents and opinions as to the non-contravention of the Credit Parties' organizational documents.

(d) Personal Property Collateral. The Administrative Agent shall have received, in form and substance satisfactory to the Administrative Agent:

(i) (A) searches of UCC filings in the jurisdiction of incorporation or formation, as applicable, of each Credit Party and each jurisdiction where any Collateral is located or where a filing would need to be made in order to perfect the Administrative Agent's security interest in the Collateral, copies of the financing statements on file in such jurisdictions and evidence as of the Closing Date that no Liens exist other than Permitted Liens and (B) tax lien and judgment searches;

(ii) completed UCC financing statements for each appropriate jurisdiction as is necessary, in the Administrative Agent's sole discretion, to perfect the Administrative Agent's security interest in the Collateral;

(iii) subject to Section 5.16(e)(v) hereof, stock or membership certificates, if any, evidencing the Equity Interests pledged to the Administrative Agent pursuant to the Pledge Agreement and undated stock or transfer powers duly executed in blank;

(iv) duly executed consents as are necessary, in the Administrative Agent's reasonable discretion, to perfect the Lenders' security interest in the Collateral;

(v) to the extent required to be delivered pursuant to the terms of the Security Documents and listed on Schedule 3.16(b), all instruments, documents and chattel paper in the possession of any of the Credit Parties, together with allonges or assignments as may be necessary or appropriate to perfect the Administrative Agent's and the Lenders' security interest in the Collateral;

(vi) Deposit Account Control Agreements satisfactory to the Administrative Agent to the extent required to be delivered pursuant to Section 6.14;

(vii) Securities Account Control Agreements satisfactory to the Administrative Agent to the extent required to be delivered pursuant to Section 6.14; and

(e) Liability, Casualty, Property and Business Interruption Insurance. The Administrative Agent shall have received copies of insurance policies or certificates of insurance evidencing liability, casualty, property and business interruption insurance meeting the requirements set forth herein or in the Security Documents.

(f) Solvency Certificate. The Administrative Agent shall have received an officer's certificate prepared by the chief financial officer or other Authorized Officer approved by the Administrative Agent of the ~~Borrower~~**Borrowers** as to the financial condition, solvency and related matters of the Credit Parties and their Subsidiaries, after giving effect to the Transactions and the initial borrowings under the Credit Documents, in substantially the form of Exhibit 4.1(f) hereto.

(g) Account Designation Notice. The Administrative Agent shall have received the executed Account Designation Notice in the form of Exhibit 1.1(a) hereto.

(h) Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing with respect to the Loans to be made on the Closing Date.

(i) Consents. The Administrative Agent shall have received evidence that all boards of directors, governmental, shareholder and material third party consents and approvals necessary in connection with the Transactions have been obtained and all applicable waiting periods have expired without any action being taken by any authority that could restrain, prevent or impose any material adverse conditions on such transactions or that could seek or threaten any of the foregoing.

(j) Compliance with Laws. The Transactions contemplated hereby shall be in compliance with all applicable laws and regulations (including all applicable securities and banking laws, rules and regulations).

(k) Bankruptcy. There shall be no bankruptcy or insolvency proceedings pending with respect to any Credit Party or any Subsidiary thereof.

(l) Existing Indebtedness of the Credit Parties. All of the existing Indebtedness for borrowed money of the Credit Parties and their Subsidiaries (other than Indebtedness permitted to exist pursuant to Section 6.1) shall be repaid in full and all security interests related thereto shall be terminated or assigned to the Administrative Agent on terms and conditions reasonably satisfactory thereto on or prior to the Closing Date.

(m) Financial Statements. The Administrative Agent and the Lenders shall have received copies of the financial statements referred to in Section 3.1, each in form and substance satisfactory to each of them.

(n) No Material Adverse Change. Since December 31, 2012, there shall have been no material adverse change resulting in a Material Adverse Effect in the business, properties, prospects, operations or condition (financial or otherwise) of the Credit Parties or any of their respective Subsidiaries.

(o) Financial Condition Certificate. The Administrative Agent shall have received a certificate or certificates executed by an Authorized Officer of the ~~Borrower~~**Borrowers** as of the Closing Date, substantially in the form of Exhibit 4.1(o) stating that (i) to the Credit Parties' knowledge, there does not exist any pending or ongoing, action, suit, investigation, litigation or proceeding in any court or before any other Governmental Authority (A) affecting this Agreement or the other Credit Documents, that has not been settled, dismissed, vacated, discharged or terminated prior to the Closing Date or (B) that purports to affect any Credit Party or any of its Subsidiaries, or any Transaction, which action, suit, investigation, litigation or proceeding could reasonably be expected to have a Material Adverse Effect, that has not been settled, dismissed, vacated, discharged or terminated prior to the Closing Date, (ii) immediately after giving effect to this Agreement, the other Credit Documents, and all the Transactions contemplated to occur on such date, (A) no Default or Event of Default exists, (B) all representations and warranties contained herein and in the other Credit Documents (1) with respect to representations and warranties that contain a materiality qualification, be true and correct and (2) with respect to representations and warranties that do not contain a materiality qualification, be true and correct in all material respects, and (C) the Credit Parties are in pro forma compliance with each of the initial financial covenants set forth in Section 5.9 (as evidenced through detailed calculations of such financial covenants on a schedule to such certificate) as of the last day of the quarter ending at least twenty (20) days preceding the Closing Date and (iii) each of the other conditions precedent in Section 4.1 have been satisfied or waived, except to the extent the satisfaction of any such condition is subject to the judgment or discretion of the Administrative Agent or any Lender.

(p) Intentionally Omitted.

(q) Structure. The pro forma capital, ownership and management structure and shareholding arrangement of the Credit Parties and their Subsidiaries (and all agreements relating thereto) shall be reasonably satisfactory to the Administrative Agent.

(r) Fees and Expenses. The Administrative Agent and the Lenders shall have received all fees and expenses, if any, owing pursuant to the Fee Letters and Section 2.5.

(s) Additional Matters. All other documents and legal matters in connection with the Transactions shall be reasonably satisfactory in form and substance to the Administrative Agent and its counsel.

Without limiting the generality of the provisions of Section 8.4, for purposes of determining compliance with the conditions specified in this Section 4.1, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 4.2 Conditions to All Extensions of Credit.

The obligation of each Lender to make any Extension of Credit hereunder is subject to the satisfaction of the following conditions precedent on the date of making such Extension of Credit:

(a) Representations and Warranties. The representations and warranties made by the Credit Parties herein, in the other Credit Documents and which are contained in any certificate furnished at any time under or in connection herewith shall (i) with respect to representations and warranties that contain a materiality qualification, be true and correct and (ii) with respect to representations and warranties that do not contain a materiality qualification, be true and correct in all material respects, in each case on and as of the date of such Extension of Credit as if made on and as of such date except for any representation or warranty made as of an earlier date, which representation and warranty shall remain true and correct as of such earlier date.

(b) No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Extension of Credit to be made on such date unless such Default or Event of Default shall have been waived in accordance with this Agreement.

(c) Compliance with Commitments. Immediately after giving effect to the making of any such Extension of Credit (and the application of the proceeds thereof), (i) the sum of the aggregate principal amount of outstanding Revolving Loans plus outstanding Swingline Loans plus outstanding LOC Obligations shall not exceed the Revolving Committed Amount then in effect, (ii) the outstanding LOC Obligations shall not exceed the LOC Committed Amount, and (iii) the outstanding Swingline Loans shall not exceed the Swingline Committed Amount.

(d) Additional Conditions to Revolving Loans. If a Revolving Loan is requested, all conditions set forth in Section 2.1 shall have been satisfied.

(e) Additional Conditions to Letters of Credit. If the issuance of a Letter of Credit is requested, (i) all conditions set forth in Section 2.3 shall have been satisfied and (ii) there shall exist no Lender that is a Defaulting Lender unless the Issuing Lender has entered into satisfactory arrangements with the ~~Borrower~~**Borrowers** or such Defaulting Lender to eliminate the Issuing Lender's risk with respect to such Defaulting Lender's LOC Obligations.

(f) Additional Conditions to Swingline Loans. If a Swingline Loan is requested, (i) all conditions set forth in Section 2.4 shall have been satisfied and (ii) there shall exist no Lender that is a Defaulting Lender unless the Swingline Lender has entered into satisfactory arrangements with the ~~Borrower~~**Borrowers** or such Defaulting Lender to eliminate the Swingline Lender's risk with respect to such Defaulting Lender's in respect of its Swingline Commitment.

(g) Incremental Facility. If an Incremental Facility is requested, all conditions set forth in Section 2.22 shall have been satisfied.

Each request for an Extension of Credit and each acceptance by the ~~Borrower~~**Borrowers** of any such Extension of Credit shall be deemed to constitute representations and warranties by the Credit Parties as of the date of such Extension of Credit that the conditions set forth above in paragraphs (a) through (g), as applicable, have been satisfied.

ARTICLE V

AFFIRMATIVE COVENANTS

Each of the Credit Parties hereby covenants and agrees that on the Closing Date, and thereafter (a) for so long as this Agreement is in effect, (b) until the Commitments have terminated, and (c) the Credit Party Obligations and all other amounts owing to the Administrative Agent or any Lender hereunder are paid in full in cash, such Credit Party shall, and shall cause each of their Subsidiaries, to:

Section 5.1 Financial Statements.

Furnish to the Administrative Agent and each of the Lenders:

(a) Annual Financial Statements. As soon as available and in any event no later than the earlier of (i) to the extent applicable, the date the ~~Borrower~~**Partnership** is required by the SEC to deliver its Form 10-K for each fiscal year of the ~~Borrower~~**Partnership** (including the fiscal year ended December 31, 2013) and (ii) ninety (90) days after the end of each fiscal year of the ~~Borrower~~**Partnership** (including the fiscal year ended December 31, 2013), a copy of the Consolidated balance sheet of the ~~Borrower~~**Partnership** and its Subsidiaries as of the end of such fiscal year (including the fiscal year ended December 31, 2013) and the related Consolidated statements of income and retained earnings and of cash flows of the ~~Borrower~~**Partnership** and its Subsidiaries for such year, which shall be audited by a firm of independent certified public accountants of nationally recognized standing reasonably acceptable to the Administrative Agent, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification indicating that the scope of the audit was inadequate to permit such independent certified public accountants to certify such financial statements without such qualification;

(b) Quarterly Financial Statements. As soon as available and in any event no later than the earlier of (i) to the extent applicable, the date the ~~Borrower~~**Partnership** is required by the SEC to deliver its Form 10-Q for any fiscal quarter of the ~~Borrower~~ **Partnership** and (ii) forty-five (45) days after the end of each of the first three (3) fiscal quarters of the ~~Borrower~~**Partnership**, a copy of the Consolidated balance sheet of the ~~Borrower~~**Partnership** and its Subsidiaries as of the end of such period and related Consolidated statements of income and retained earnings and of cash flows for the ~~Borrower~~**Partnership** and its Subsidiaries for such quarterly period and for the portion of the fiscal year ending with such period, in each case setting forth in comparative form Consolidated figures for the corresponding period or periods of the preceding fiscal year (subject to normal recurring year end audit adjustments and of the predecessor entity, as applicable) and including management discussion and analysis of operating results inclusive of operating metrics in comparative form; and

(c) Annual Operating Budget and Cash Flow. As soon as available, but in any event within thirty (30) days after the end of each fiscal year, a copy of the detailed annual operating budget or plan approved by management of the ~~Borrower~~**Borrowers** including cash flow projections of the ~~Borrower~~**Partnership** and its Subsidiaries for the next four fiscal quarter period prepared on a quarterly basis, in form and detail reasonably acceptable to the Administrative Agent and the Lenders, together with a summary of the material assumptions made in the preparation of such annual budget or plan;

any such financial statements shall be prepared in accordance with GAAP applied consistently throughout the periods reflected therein and further accompanied by a description of, and an estimation of the effect on the financial statements on account of, a change, if any, in GAAP as provided in Section 1.3(b) (subject, in the case of interim statements, to normal recurring year-end audit adjustments and the absence of footnotes) and, in the case of the annual and quarterly financial statements, provided in accordance with Sections 5.1(a) and (b) above.

Notwithstanding the foregoing, (a) financial statements and reports required to be delivered pursuant to the foregoing provisions of this Section may be delivered electronically and if so, shall be deemed to have been delivered on the date on which the Administrative Agent receives such reports from the ~~Borrower~~**Borrowers** through electronic mail; provided that, upon the Administrative Agent's request, the ~~Borrower~~**Borrowers** shall provide paper copies of any documents required hereby to the Administrative Agent and (b) the obligations set forth in Sections 5.1(a) and (b) above may be satisfied by delivery of the reports specified in Section 5.2(d).

Section 5.2 Certificates; Other Information.

Furnish to the Administrative Agent and each of the Lenders:

(a) [Intentionally Omitted].

(b) Officer's Certificate. Concurrently with the delivery of the financial statements referred to in Sections 5.1(a) and 5.1(b) above, a certificate of an Authorized Officer **of the Partnership** substantially in the form of Exhibit 5.2(b) stating that (i) such financial statements present fairly the financial position of the Credit Parties and their Subsidiaries for the periods indicated in conformity with GAAP applied on a consistent basis, (ii) each of the Credit Parties during such period observed or performed all of its covenants and other agreements, and satisfied every condition, contained in this Agreement to be observed, performed or satisfied by it in all material respects, (iii) such Authorized Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and such certificate shall include the calculations in reasonable detail required to indicate compliance with Section 5.9 as of the last day of such period and (iv) the Credit Parties are in compliance with Section 6.4(a)(vi) as evidenced by calculations demonstrating such compliance; provided that the foregoing calculations shall only be required in connection with the delivery of the financial statements referred to in Section 5.1(a) above.

(c) Updated Schedules. Concurrently with or prior to the delivery of the annual financial statements referred to in Section 5.1(a) above (but only to the extent such information has changed during the relevant period), (i) an updated copy of Schedule 3.3 and Schedule 3.12 if the Credit Parties or any of their Subsidiaries has formed or acquired a new Subsidiary since the Closing Date or since such Schedule was last updated, as applicable, (ii) an updated copy of Schedule 3.16(b) if the Credit Parties have obtained any Documents (as defined in the UCC), Instruments (as defined in the UCC) or Tangible Chattel Paper (as defined in the UCC) since the Closing Date or since such Schedule was last updated, as applicable, (iii) an updated copy of Schedule 3.16(c) if the Credit Parties maintain any Deposit Accounts (as defined in the UCC), Electronic Chattel Paper (as defined in the UCC), Letter-of-Credit Rights (as defined in the UCC), Securities Accounts (as defined in the UCC) or uncertificated Investment Property (as defined in the UCC) to the extent not otherwise set forth on such Schedule as of the Closing Date or since such Schedule was last updated, as applicable, (iv) an updated copy of Schedule 3.16(d) if the Credit Parties have any Commercial Tort Claims not otherwise set forth on such Schedule as of the Closing Date or since such Schedule was last updated, as applicable, and (v) an updated copy of Schedule 3.16(e) to the extent required to be updated to make the representation in Section 3.16(e) true and correct in all material respects; provided, however, notwithstanding anything herein to the contrary, the Schedules described in this Section 5.2(c) shall only be required to be updated annually and only to the extent the information has changed since the prior year's update.

(d) Reports; SEC Filings; Regulatory Reports; Press Releases; Etc. Promptly upon their becoming available, (i) copies of all reports (other than those provided pursuant to Section 5.1 and those which are of a promotional nature) and other financial information (other than K-1s) which any Credit Party sends to its public limited partners, shareholders or owners, (ii) copies of all reports and all registration statements and prospectuses, if any, which any Credit Party may make to, or file with, the SEC (or any successor or analogous Governmental Authority) or any securities exchange or other private regulatory authority, (iii) all material regulatory reports and (iv) all press releases and other statements made available by any of the Credit Parties to the public concerning material developments in the business of any of the Credit Parties.

(e) [Intentionally Omitted].

(f) General Information. Promptly, such additional information regarding the business, financial, legal or corporate affairs of any Credit Party, or compliance with the terms of the Credit Documents, as the Administrative Agent or any Lender may from time to time reasonably request.

Notwithstanding anything herein to the contrary, documents required to be delivered pursuant to this Section 5.2 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the ~~Borrower~~**Partnership** posts such documents, or provides a link thereto on the ~~Borrower~~**Partnership**'s website on the internet at the following website address www.sec.gov/edgar or (ii) on which such documents are posted on the ~~Borrower~~**Partnership**'s behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent). The Administrative Agent shall have no obligation to request the delivery of, or to maintain paper copies of, the documents referred to above, and in any event shall have no responsibility to monitor compliance by the ~~Borrower~~**Borrowers** with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

Section 5.3 Payment of Taxes and Other Obligations.

Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, subject, where applicable, to specified grace periods, (a) all of its taxes (Federal, state, local and any other taxes) and (b) all of its other material obligations and liabilities of whatever nature in accordance with industry practice and (c) any additional costs that are imposed as a result of any failure to so pay, discharge or otherwise satisfy such taxes, obligations and liabilities, except when the amount or validity of any such taxes, obligations and liabilities and costs is currently being contested in good faith by appropriate proceedings and reserves, if applicable, in conformity with GAAP with respect thereto have been provided on the books of the Credit Parties.

Section 5.4 Conduct of Business and Maintenance of Existence.

Except as expressly permitted under Sections 6.3 and 6.4, continue to engage in business of the same general type as now conducted by it on the Closing Date and preserve, renew and keep in full force and effect its corporate or other formative existence and good standing, take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business and to maintain its goodwill and comply with all Contractual Obligations and Requirements of Law.

Section 5.5 Maintenance of Property; Insurance.

(a) Keep all material property useful and necessary in its business in good working order and condition (ordinary wear and tear and obsolescence excepted).

(b) Maintain with financially sound and reputable insurance companies (provided, however, that this Section 5.5 shall not be breached if any insurance company with which the Credit Parties maintain insurance becomes financially troubled and the Credit Parties reasonably promptly obtain coverage from a different, financially sound insurer) liability, casualty, property and business interruption insurance (including, without limitation, insurance with respect to its tangible Collateral) in at least such amounts and against at least such risks as are usually insured against by companies engaged in the same or a similar business; and furnish to the Administrative Agent, upon the request of the Administrative Agent, full information as to the insurance carried. The Administrative Agent shall be named (i) as lenders' loss payee, as its interest may appear with respect to any property insurance, and (ii) as additional insured, as its interest may appear, with respect to any such liability insurance, and each provider of any such insurance shall agree, by endorsement upon the policy or policies issued by it or by independent instruments to be furnished to the Administrative Agent, that it will give the Administrative Agent thirty (30) days prior written notice before any such policy or policies shall be altered or canceled, and such policies shall provide that no act or default of the Credit Parties or any of their Subsidiaries or any other Person shall affect the rights of the Administrative Agent or the Lenders under such policy or policies.

(c) In case of any material loss, damage to or destruction of the Collateral of any Credit Party or any part thereof, such Credit Party shall promptly give written notice thereof to the Administrative Agent generally describing the nature and extent of such damage or destruction. In case of any such material loss, damage to or destruction of the Collateral of any Credit Party or any part thereof, if required by the Administrative Agent or the Required Lenders, such Credit Party (whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for that purpose), at such Credit Party's cost and expense, will promptly repair or replace the Collateral of such Credit Party so lost, damaged or destroyed.

Section 5.6 Maintenance of Books and Records.

Keep proper books, records and accounts in accordance with the rules and regulations of the SEC.

Section 5.7 Notices.

Give notice in writing to the Administrative Agent (which shall promptly transmit such notice to each Lender):

(a) promptly, but in any event within two (2) Business Days after any Credit Party knows thereof, the occurrence of any Default or Event of Default;

(b) promptly, any development or event which could reasonably be expected to have a Material Adverse Effect;

(c) promptly, of the occurrence of any ERISA Event; and

(d) promptly, of any material change in accounting policies or financial reporting practices by the ~~Borrower~~**Borrowers** or any of ~~its~~**their** Subsidiaries, including any determination by the ~~Borrower~~**Borrowers** that the calculation of the financial covenants set forth in Section 5.9 was inaccurate and a proper calculation would have resulted in higher pricing for the applicable period.

Each notice pursuant to this Section shall be accompanied by a statement of an Authorized Officer setting forth details of the occurrence referred to therein and stating what action the Credit Parties propose to take with respect thereto. In the case of any notice of a Default or Event of Default, the ~~Borrower~~**Borrowers** shall specify that such notice is a Default or Event of Default notice on the face thereof.

Section 5.8 Environmental Laws.

(a) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, comply with, and use its commercially reasonable efforts to ensure compliance in all material respects by all tenants and subtenants, if any, with, all applicable Environmental Laws and obtain and comply with and maintain, and use its commercially reasonable efforts to ensure that all such tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws;

(b) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply with all applicable lawful orders and directives of all Governmental Authorities regarding Environmental Laws except to the extent that the same are being contested in good faith by appropriate proceedings; and

(c) Defend, indemnify and hold harmless the Administrative Agent and the Lenders, and their respective employees, agents, officers and directors and affiliates, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way relating to the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Credit Parties or any of their Subsidiaries or the Properties, or any orders, requirements or demands of Governmental Authorities related thereto, including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, except to the extent that any of the foregoing arise out of the gross negligence or willful misconduct of the party seeking indemnification therefor. The agreements in this paragraph shall survive repayment of the Credit Party Obligations and all other amounts payable hereunder and termination of the Commitments and the Credit Documents.

Section 5.9 Financial Covenants.

Comply with the following financial covenants:

(a) Total Leverage Ratio. The Total Leverage Ratio, calculated as of the last day of each fiscal quarter or as of any other date on a Pro Forma Basis, shall be less than or equal to the following:

Period	Ratio
Closing Date through and including March 31, 2014	4.50 to 1.00
April 1, 2014 through and including September 30, 2014	5.50 to 1.00
October 1, 2014 through and including December 31, 2014	5.00 to 1.00
January 1, 2015 and thereafter	4.50 to 1.00

Notwithstanding the foregoing to the contrary, (i) if an offering of Equity Interests in the ~~Borrower~~**Partnership** (other than Equity Interests issued or granted to employees of the ~~Borrower~~**Partnership** or any of its Affiliates) occurs after the First Amendment Effective Date but prior to December 31, 2014, the Total Leverage Ratio shall not exceed 4.50 to 1.00 for the fiscal quarter ending December 31, ~~2014 and~~**2014,** (ii) the Total Leverage Ratio shall not exceed 5.00:1.00 from and after ~~(x)~~ the last day of the fiscal quarter in which a Material Acquisition occurs to and including the last day of the second full fiscal quarter following the fiscal quarter in which such Material Acquisition occurred and (~~y~~)**iii) the Total Leverage Ratio shall not exceed 5.50:1.00 from and after** the date on which ~~the~~**any** Borrower or any Credit Party issues Qualified Senior Notes in an aggregate principal amount (when combined with all other Qualified Senior Notes previously or concurrently issued) that equals or exceeds $175,000,000 in the aggregate. **For the avoidance of doubt, to the extent a Material Acquisition is consummated and Qualified Senior Notes are issued in the same fiscal quarter, clause (iii) of the foregoing paragraph shall apply.**

(b) Senior Leverage Ratio. From and after the date on which ~~the~~**any** Borrower or any Credit Party issues Qualified Senior Notes in an aggregate principal amount (when combined with all other Qualified Senior Notes previously or concurrently issued) that equals or exceeds $175,000,000 in the aggregate, the Senior Leverage Ratio, calculated as of the last day of each fiscal quarter or as of any other date on a Pro Forma Basis shall be less than or equal to ~~3.50~~**3.00** to 1.00.

(c) Consolidated Interest Coverage Ratio. The Consolidated Interest Charge Coverage Ratio, calculated as of the last day of each fiscal quarter or as of any other date on a Pro Forma Basis, shall be greater than or equal to 2.75 to 1.00.

Section 5.10 Additional Guarantors.

The Credit Parties will cause each of their Material Domestic Subsidiaries, whether newly formed, after acquired or otherwise existing to promptly (and in any event within thirty (30) days after such Subsidiary is formed or acquired (or such longer period of time as agreed to by the Administrative Agent in its reasonable discretion)) become a Guarantor hereunder by way of execution of a Joinder Agreement; provided, however, (i) no Foreign Subsidiary shall be required to become a Guarantor to the extent such Guaranty would result in a material adverse tax consequence for ~~the~~**any** Borrower and (ii) no New Jersey Subsidiary shall be required to become a Guarantor to the extent such New Jersey Subsidiary is merged with or into any Credit Party on or prior to the date which is sixty (60) days following the Closing Date. In connection therewith, the Credit Parties shall give notice to the Administrative Agent not less than ten (10) days prior to creating a Subsidiary (or such shorter period of time as agreed to by the Administrative Agent in its reasonable discretion), or acquiring the Equity Interests of any other Person. The Credit Party Obligations shall be secured by, among other things, a first priority perfected security interest in the Collateral of such new Guarantor and a pledge of 100% of the Equity Interests of such new Guarantor and its Domestic Subsidiaries and 65% (or such higher percentage that would not result in material adverse tax consequences for such new Guarantor) of the voting Equity Interests and 100% of the non-voting Equity Interests of its first-tier Foreign Subsidiaries. In connection with the foregoing, the Credit Parties shall deliver to the Administrative Agent, with respect to each new Guarantor to the extent applicable, substantially the same documentation required pursuant to Sections 4.1(b) – (f), (j) and 5.12 and such other documents or agreements as the Administrative Agent may reasonably request.

Section 5.11 Compliance with Law.

Comply with all Requirements of Law and orders (including Environmental Laws, ERISA and the Patriot Act), and all applicable restrictions imposed by all Governmental Authorities, applicable to it and the Collateral if noncompliance with any such Requirements of Law, order or restriction could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect**. Each Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by such Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruptions Laws and applicable Sanctions**.

Section 5.12 Pledged Assets.

(a) Equity Interests. Each Credit Party will cause 100% of the Equity Interests in each of its direct or indirect Domestic Subsidiaries (unless such Domestic Subsidiary is owned by a Foreign Subsidiary or is a shell holding company pending consummation of a Permitted Acquisition) and 65% (to the extent the pledge of a greater percentage would be unlawful or would cause any materially adverse tax consequences to ~~the~~**any** Borrower or any Guarantor) of the voting Equity Interests and 100% of the non-voting Equity Interests of its first-tier Foreign Subsidiaries, in each case to the extent owned by such Credit Party, to be subject at all times to a first priority, perfected Lien in favor of the Administrative Agent pursuant to the terms and conditions of the Security Documents or such other security documents as the Administrative Agent shall reasonably request; provided,

however, that with respect to any Subsidiary, other than a Material Domestic Subsidiary, the Credit Parties shall have a period of thirty (30) days from the date of creation or acquisition of such Subsidiary to comply with the provisions of this Section 5.12(a).

(b) Personal Property. Subject to the terms of subsection (c) below, each Credit Party will cause all of its material tangible and intangible personal property now owned or hereafter acquired by it to be subject at all times to a first priority, perfected Lien (subject in each case to Permitted Liens) in favor of the Administrative Agent for the benefit of the Secured Parties to secure the Credit Party Obligations pursuant to the terms and conditions of the Security Documents or such other security documents as the Administrative Agent shall reasonably request. Each Credit Party shall, and shall cause each of its Subsidiaries to, adhere to the covenants set forth in the Security Documents.

(c) Real Property. To the extent otherwise permitted hereunder, if any Credit Party intends to acquire a fee ownership interest in any real property ("Real Estate") after the Closing Date with a fair market value in excess of $100,000, not to exceed $1,000,000 in the aggregate during the term of this Agreement, it shall use commercially reasonable efforts (the requirement to use such commercially reasonable efforts to include, to the extent applicable, the period in which the applicable Credit Party is negotiating any lease with a prospective landlord) to provide to the Administrative Agent within ninety (90) days of such acquisition (or such extended period of time as agreed to by the Administrative Agent) such security documentation as the Administrative Agent may request to cause such fee ownership interest in Real Estate to be subject at all times to a first priority, perfected Lien (subject in each case to Permitted Liens) in favor of the Administrative Agent and such other documentation as the Administrative Agent may reasonably request in connection with the foregoing, including, without limitation, title reports and opinions of counsel and to the extent available, title insurance policies, surveys, appraisals, zoning letters and environmental reports, all in form and substance reasonably satisfactory to the Administrative Agent. Notwithstanding the foregoing to the contrary, (i) no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required under this Agreement, and (ii) if, as determined by the Administrative Agent in its reasonable discretion, the cost of perfecting a first priority security interest in favor of the Administrative Agent for the benefit of the Secured Parties on any real property of the Credit Parties and their Subsidiaries located in the State of New York exceeds the benefit of perfection on such property, the Administrative Agent may waive the requirements of this Section 5.12(c) for any such real property located in the State of New York.

(d) Leases and other Agreements. Each Credit Party shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or public warehouse where any Collateral is or may be located to the extent that the failure to meet such obligations could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.13 Compliance with Terms of Leaseholds.

Make all payments and otherwise perform all obligations in respect of all leases of real property to which ~~the~~**any** Borrower or any of the other Credit Parties or their Subsidiaries is a party, keep such leases in full force and effect and not allow such leases to lapse or be terminated or any rights to renew such leases to be forfeited or cancelled, provide to the Administrative Agent evidence of the exercise of any renewal rights with respect to any such leases, notify the Administrative Agent of any default by any party with respect to such leases, and cooperate with the Administrative Agent in all respects to cure any such default, and cause each of its Subsidiaries to do so, except, in any case, where the failure to do so, either individually or in the aggregate, could not be reasonably likely to have a Material Adverse Effect.

Section 5.14 Use Restrictions; Repurchase Options and ROFR.

Perform and observe all the terms and provisions of each Repurchase Option, Use Restriction and ROFR to be performed or observed by it, except where such violation could not reasonably be expected to have a Material Adverse Effect, enforce each such Repurchase Option, Use Restriction and ROFR in accordance with its terms, shall not take any action (or permit any action) that would trigger any of the Repurchase Options and/or any of the ROFRs unless a waiver, release or similar dispensation is obtained, and shall take all such action to such end as may be from time to time reasonably requested by the Administrative Agent to the extent that such action is reasonably necessary to cause the Credit Party to be in compliance with any applicable Repurchase Option, Use Restrictions or ROFR. It is agreed that any request for a waiver or release of any applicable Repurchase Option, Use Restriction, ROFR or ROFR Statute shall not be deemed to violate this Section 5.14.

Section 5.15 Use of Proceeds.

Use the proceeds of the Extensions of Credit solely (a) to refinance certain existing Indebtedness of the Credit Parties and their Subsidiaries, (b) to pay any costs, fees and expenses associated with this Agreement on the Closing Date, (c) for working capital and other general business purposes, including Permitted Acquisitions and (d) for Restricted Payments permitted hereunder.

Section 5.16 Further Assurances and Post-Closing Covenants.

(a) Public/Private Designation. The Credit Parties will cooperate with the Administrative Agent in connection with the publication of certain materials and/or information provided by or on behalf of the Credit Parties to the Administrative Agent and Lenders (collectively, "Information Materials") and will designate Information Materials (i) that are either available to the public or not material with respect to the Credit Parties and their Subsidiaries or any of their respective securities for purposes of United States federal and state securities laws, as "Public Information" and (ii) that are not Public Information as "Private Information". All Private Information shall be subject to the terms of Section 9.14.

(b) Additional Information. The Credit Parties shall provide such information regarding the operations, business affairs and financial condition of the Credit Parties and their Subsidiaries as the Administrative Agent or any Lender may reasonably request.

(c) Visits and Inspections. The Credit Parties shall permit representatives of the Administrative Agent or any Lender, from time to time upon prior reasonable notice and at such times during normal business hours, to visit and inspect its properties (including the Collateral); inspect, audit and make extracts from its books, records and files, including, but not limited to, management letters prepared by independent accountants; and discuss with its principal officers, and its independent accountants, its business, assets, liabilities, financial condition, results of operations and business prospects. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent or any Lender may do any of the foregoing at any time without advance notice.

(d) Further Assurances. Upon the reasonable request of the Administrative Agent, promptly perform or cause to be performed any and all acts and execute or cause to be executed any and all documents for filing under the provisions of the UCC or any other Requirement of Law which are necessary or advisable to maintain in favor of the Administrative Agent, for the benefit of the Secured Parties, Liens on the Collateral that are duly perfected in accordance with the requirements of, or the obligations of the Credit Parties under, the Credit Documents and all applicable Requirements of Law.

(e) Post-Closing Covenants.

(i) Within sixty (60) days following the Closing Date (or such longer period as agreed to in writing by the Administrative Agent in its sole discretion), the Administrative Agent shall have received, in form and substance satisfactory to the Administrative Agent and the Lenders:

(A) fully executed and notarized Mortgage Instruments in recordable form sufficient to create a first priority security interest (subject to certain existing Liens existing as of the Closing Date and set forth on Schedule 1.1(b)) in each of the Mortgaged Properties encumbering the Mortgaged Properties for the benefit of the Secured Parties (it being agreed that no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required under this Agreement);

(B) a title report in respect of each of the Mortgaged Properties;

(C) copies of all title insurance policies in the possession of the ~~Borrower~~Borrowers which are outstanding and enforceable with respect to the Mortgaged Properties; and

(D) to the extent requested by the Administrative Agent, opinions of counsel to the Credit Parties and their Subsidiaries for each jurisdiction in which the Mortgaged Properties are located;

provided, however, that with respect to the real properties of any Credit Party or its Subsidiaries located in the State of New York and owned on the Closing Date, no Mortgage Instrument shall be required hereunder and such real properties shall not be Mortgaged Properties under this Agreement.

(ii) Within sixty (60) days following the Closing Date (or such longer period as agreed to in writing by the Administrative Agent in its sole discretion), the Credit Parties shall establish and maintain their primary banking relationship (including, without limitation, the establishment of transaction-related bank accounts, main operating accounts and treasury management and investment accounts) with ~~RBS~~ Citizens.

(iii) Within forty-five (45) days following the Closing Date (or such longer period as agreed to in writing by the Administrative Agent in its sole discretion), the Administrative Agent shall have received copies of endorsements with respect to the Credit Parties' liability, casualty, property and business interruption insurance meeting the requirements set forth herein or in the Security Documents. The Administrative Agent shall be named (i) as lenders' loss payee, as its interest may appear, with respect to any such insurance providing coverage in respect of any Collateral and (ii) as additional insured, as its interest may appear, with respect to any such insurance providing liability coverage, and the Credit Parties will use their commercially reasonable efforts to have each provider of any such insurance agree, by endorsement upon the policy or policies issued by it or by independent instruments to be furnished to the Administrative Agent, that it will give the Administrative Agent thirty (30) days prior written notice before any such policy or policies shall be altered or cancelled.

(iv) Within thirty (30) days after the Closing Date (or such longer period of time as agreed to in writing by the Administrative Agent in its sole discretion), the Administrative Agent shall have received Deposit Account Control Agreements and Securities Account Control Agreements required to be delivered in accordance with Section 6.14.

(v) To the extent not delivered on the Closing Date, within forty-five (45) says after the Closing Date (or such longer period of time as agreed to in writing by the Administrative Agent in its sole discretion), the Administrative Agent shall have received stock or membership certificates, evidencing the Equity Interests pledged to the Administrative Agent pursuant to the Pledge Agreement and undated stock or transfer powers duly executed in blank.

(vi) Within forty-five (45) days after the First Amendment Effective Date or such longer period of time as agreed to in writing by the Administrative Agent in its sole discretion), the Administrative Agent shall have received owner's title policies with respect to each of the properties set forth on Schedule 5.16(e), in each case, in form and substance satisfactory to the Administrative Agent.

ARTICLE VI

NEGATIVE COVENANTS

Each of the Credit Parties hereby covenants and agrees that on the Closing Date, and thereafter (a) for so long as this Agreement is in effect, (b) until the Commitments have terminated, (c) the Credit Party Obligations and all other amounts owing to the Administrative Agent or any Lender hereunder are paid in full in cash, that:

Section 6.1 Indebtedness.

No Credit Party will, nor will it permit any Subsidiary to, contract, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness arising or existing under this Agreement and the other Credit Documents;

(b) Indebtedness of the Credit Parties and their Subsidiaries existing as of the Closing Date as referred to in the financial statements referenced in Section 3.1 (and set out more specifically in Schedule 6.1(b) hereto) and any renewals, refinancings or extensions thereof in a principal amount not in excess of that outstanding as of the date of such renewal, refinancing or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder and the direct or any contingent obligor with respect thereto, is not changed as a result of or in connection with such renewal, refinancing or extension, and the terms of any such renewal, refinancing or extension, taken as a whole, are not less favorable to the obligor thereunder;

(c) Indebtedness of the Credit Parties and their Subsidiaries incurred after the Closing Date consisting of Capital Leases or Indebtedness incurred to provide all or a portion of the purchase price or cost of construction of an asset in an aggregate amount not to exceed $170,000,000 at any time outstanding when aggregated with Indebtedness permitted pursuant to clause 6.1(n) below;

(d) Unsecured intercompany Indebtedness among the Credit Parties;

(e) Indebtedness and obligations owing under (i) Bank Products and (ii) other Hedging Agreements entered into in order to manage existing or anticipated interest rate, exchange rate or commodity price risks and not for speculative purposes;

(f) Indebtedness of a Person existing at the time such Person becomes a Subsidiary of a Credit Party in a transaction permitted hereunder in an aggregate principal amount not to exceed $~~40,000,000~~**60,000,000** for all such Persons;

(g) Indebtedness arising from agreements providing for indemnification and purchase price adjustment obligations or similar obligations, or from guarantees or letters of credit, surety bonds or performance bonds securing the performance of any Credit Party or its Subsidiaries pursuant to such agreements, in connection with Dispositions, other sales of assets or Permitted Acquisitions;

(h) Guaranty Obligations in respect of Indebtedness of a Credit Party to the extent such Indebtedness is permitted to exist or be incurred pursuant to this Section; and

(i) Qualified Senior Notes;

(j) Indebtedness incurred to finance the payment of insurance premiums incurred in the ordinary course of business;

(k) any Guarantee of the obligations of any Credit Party as a tenant under any lease (which lease is not a Capital Lease) or a purchaser in connection with any Permitted Acquisition;

(l) Indebtedness owed in respect of overdrafts and related liabilities arising in the ordinary course of business from treasury, depository and cash management services or from automated clearing-house transfers of funds;

(m) Indebtedness consisting of obligations under deferred compensation arrangements, non-competition agreements, adjustments of purchase price, earn-outs or similar arrangements;

(n) Indebtedness incurred in connection with Sale Leaseback transactions permitted pursuant to Section 6.12, in an aggregate amount not to exceed $170,000,000 at any time outstanding when aggregated with Indebtedness permitted pursuant to clause 6.1(c) above;

(o) other unsecured Indebtedness of Credit Parties not permitted by the foregoing clauses (a) through (m) in an aggregate amount not to exceed $~~30,000,000~~**40,000,000**; provided that the Credit Parties are in pro forma compliance with each of the financial covenants set forth in Section 5.9; and

(p) other Indebtedness of the Credit Parties not permitted by the foregoing clauses (a) through (o) in an aggregate amount not to exceed $10,000,000.

Section 6.2 Liens.

The Credit Parties will not, nor will they permit any Subsidiary to, contract, create, incur, assume or permit to exist any Lien with respect to any of their respective property or assets of any kind (whether real or personal, tangible or intangible), whether now owned or hereafter acquired, except for the following (the "Permitted Liens"):

(a) Liens created by or otherwise existing or arising under or in connection with this Agreement or the other Credit Documents in favor of the Administrative Agent on behalf of the Secured Parties;

(b) Liens in favor of a Bank Product Provider in connection with a Bank Product; provided that such Liens shall secure the Credit Party Obligations on a pari passu basis;

(c) Liens securing purchase money Indebtedness and Capital Lease Obligations (and refinancings thereof) to the extent permitted under Section 6.1(c); provided, that (i) any such Lien attaches to such property concurrently with or within thirty (30) days after the acquisition thereof and (ii) such Lien attaches solely to the property so acquired in such transaction;

(d) Liens for taxes, assessments, charges or other governmental levies not yet due or as to which the period of grace (not to exceed sixty (60) days), if any, related thereto has not expired or which are being contested in good faith by appropriate proceedings; provided that adequate reserves with respect thereto are maintained on the books of any Credit Party or its Subsidiaries, as the case may be, in conformity with GAAP;

(e) statutory Liens such as carriers', warehousemen's, mechanics', materialmen's, landlords', repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than thirty (30) days or which are being contested in good faith by appropriate proceedings; provided that a reserve or other appropriate provision shall have been made therefor;

(f) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation (other than any Lien imposed by ERISA) and deposits securing liability to insurance carriers under insurance or self-insurance arrangements;

(g) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(h) easements, rights of way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(i) Liens existing on the Closing Date and set forth on Schedule 1.1(b); provided that (i) no such Lien shall at any time be extended to cover property or assets other than the property or assets subject thereto on the Closing Date and improvements thereon and (ii) the principal amount of the Indebtedness secured by such Lien shall not be extended, renewed, refunded or refinanced except to the extent permitted pursuant to this Agreement;

(j) any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Lien referred to in this definition (other than Liens set forth on Schedule 1.1(b)); provided that such extension, renewal or replacement Lien shall be limited to all or a part of the property which secured the Lien so extended, renewed or replaced (plus improvements on such property);

(k) Liens arising in the ordinary course of business by virtue of any contractual, statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies covering deposit or securities accounts (including funds or other assets credited thereto) or other funds maintained with a depository institution or securities intermediary;

(l) any zoning, building or similar laws or rights reserved to or vested in any Governmental Authority;

(m) restrictions on transfers of securities imposed by applicable Securities Laws;

(n) Liens arising out of judgments or awards not resulting in an Event of Default; provided that the applicable Credit Party or Subsidiary shall in good faith be prosecuting an appeal or proceedings for review;

(o) Liens on the property of a Person existing at the time such Person becomes a Subsidiary of a Credit Party in a transaction permitted hereunder securing Indebtedness in an aggregate principal amount not to exceed $~~40,000,000~~**60,000,000** for all such Persons; provided, however, that any such Lien may not extend to any other property of any Credit Party or any other Subsidiary that is not a Subsidiary of such Person;

(p) any interest or title of a lessor, licensor or sublessor under any lease, license or sublease entered into by any Credit Party or any Subsidiary thereof in the ordinary course of its business and covering only the assets so leased, licensed or subleased;

(q) Liens in favor of the Administrative Agent, Issuing Lender and/or Swingline Lender to Cash Collateralize or otherwise secure the obligations of a Defaulting Lender to fund risk participations hereunder;

(r) Liens granted in the ordinary course of business on the unearned portion of insurance premiums and on any loss payments which reduce the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under Section 6.1(j);

(s) assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens or rights reserved in any lease for rent or for compliance with the terms of such lease;

(t) Liens securing the obligations of the lessee under the Getty Lease; provided that such Liens do not at any time encumber any property other than (i) personal property of such lessee (which shall not include any inventory, accounts, rents or the proceeds thereof) located on the premises subject to the Getty Lease and (ii) the underground storage tanks and related piping, fittings, below ground meters, below ground components of automatic tank gauging systems and leak detection systems, and all other below ground components of the fuel storage and delivery systems located on the premises subject to the Getty Lease;

(u) tenant purchase options existing on the Closing Date or purchase options granted to tenants after the Closing Date so long as such options are for not less than 85% of the fair market value of the property subject to the applicable purchase option;

(v) leases, subleases, licenses and sublicenses of assets, in each case, entered into by the ~~Borrower~~**Borrowers** or any of ~~its~~**their** Subsidiaries in the ordinary course of business;

(w) Liens arising by virtue of Uniform Commercial Code financing statement filings regarding operating leases entered into by the ~~Borrower~~**Borrowers** or any of ~~its~~**their** Subsidiaries in the ordinary course of business;

(x) each Operating Lease (as such term is defined in each of the Mortgage Instruments) **and the Master Lease**;

(y) Liens solely on cash earnest money deposits made in connection with any letter of intent or purchase agreement in connection with an Investment permitted pursuant to Section 6.5;

(z) purchase rights and rights of first refusal that constitute Liens; and

(aa) additional Liens so long as the principal amount of Indebtedness and other obligations secured thereby does not exceed $10,000,000 in the aggregate.

Notwithstanding the foregoing to the contrary and subject to clauses (h) and (v) of this Section 6.2, the Credit Parties will not, nor will they permit any Subsidiary to, contract, create, incur, assume or permit to exist any Lien with respect to any of their respective leasehold interests, whether now owned or hereafter acquired.

Notwithstanding the foregoing, if a Credit Party shall grant a Lien on any of its assets in violation of this Section, then it shall be deemed to have simultaneously granted an equal and ratable Lien on any such assets in favor of the Administrative Agent for the ratable benefit of the Secured Parties, to the extent such Lien has not already been granted to the Administrative Agent.

Section 6.3 Nature of Business.

Except as otherwise expressly provided in this Agreement, no Credit Party will, nor will it permit any Subsidiary to, materially alter the character of its business in any material respect from that conducted as of the Closing Date; provided, however, that (i) in the event that any Credit Party acquires or otherwise begins operating a line of business or assets related thereto that are ancillary to, necessary or substantially related to its business as of the Closing Date, the ownership of such assets and the operating of such line of business shall be permitted under this Agreement and (ii) in the event that any Credit Party acquires assets or a line of business that results in a breach of this Section 6.3, such Credit Party shall not be in Default if such assets or line of business are disposed of within one (1) year of the acquisition thereof.

Section 6.4 Consolidation, Merger, Sale of Assets, etc.

The Credit Parties will not, nor will they permit any Subsidiary to,

(a) dissolve, liquidate or wind up its affairs, or sell, transfer, lease or otherwise dispose of its property or assets (each a "Disposition") or agree to do so at a future time, except the following, without duplication, shall be expressly permitted:

(i) (A) the sale, transfer, lease or other disposition of inventory and materials in the ordinary course of business and (B) the conversion of cash into Cash Equivalents and Cash Equivalents into cash;

(ii) the sale, transfer or other disposition of property or assets to an unrelated party not in the ordinary course of business where and to the extent that they are the result of a Recovery Event;

(iii) the sale, lease, transfer or other disposition of machinery, parts and equipment no longer used or useful in the conduct of the business of the Credit Parties or any of their Subsidiaries;

(iv) the sale, lease or transfer of property or assets from one Credit Party to another Credit Party, including by way of merger, or dissolution of any Credit Party (other than the ~~Borrower~~**Borrowers**) to the extent any and all assets of such Credit Party are distributed to another Credit Party;

(v) the termination of any Hedging Agreement;

(vi) the sale, lease or transfer of property or assets not to exceed (x) $40,000,000 in the aggregate in any fiscal year and (y) $100,000,000 in the aggregate during the term of this Agreement;

(vii) the sale, lease or transfer of property or assets with the prior written consent of the Administrative Agent;

(viii) Dispositions to Getty (or its assignee or designee) constituting a sale of the UST Systems upon Getty's exercise of its option to purchase in accordance with the terms of the Getty Lease;

(ix) Guarantors may grant ROFRs and Repurchase Options in connection with Permitted Acquisitions; provided, however, that nothing in this clause 6.4(a)(ix) shall be deemed to permit a Disposition through the exercise of any ROFR or Repurchase Option;

(x) Dispositions pursuant to a ROFR Statute arising from any Permitted Acquisition;

(xi) Dispositions consisting of Permitted Like-Kind Exchanges;

(xii) Dispositions constituting leases, subleases, licenses or sublicenses of assets, in each case, entered into by a Credit Party in the ordinary course of business;

(xiii) Dispositions pursuant to tenant purchase options existing on the Closing Date;

(xiv) Dispositions involving the write-off, discount sale, or transfer or defaulted or past-due receivables and similar obligations in the ordinary course of business;

(xv) Dispositions in connection with condemnation proceedings;

(xvi) Dispositions constituting an Operating Lease (as such term is defined in each Mortgage Instrument) **or relating to real property subject to the Master Lease and, in each case, related assets** entered into by **either Borrower,** a Guarantor or any Subsidiary thereof that owns a Mortgaged Property;

(xvii) Dispositions of assets made within one (1) year of the acquisition thereof in compliance with the terms of Section 6.3; and

(xviii) Dispositions of Equity Interests in Subsidiaries pursuant to any benefit plan maintained by the ~~Borrower~~Partnership;

provided that (A) with respect to clauses (iv), (v) and (vi), no Default or Event of Default shall exist or shall result therefrom and (B) any Disposition pursuant to clauses (i), (iii) and (vi) shall be for fair market value; provided, further, that with respect to sales of assets permitted hereunder only, the Administrative Agent shall be entitled, without the consent of any Lender, to release its Liens relating to the particular assets sold; or

(b) enter into any transaction of merger or consolidation, except for (i) Investments or acquisitions permitted pursuant to Section 6.5 so long as the Credit Party subject to such merger or consolidation is the surviving entity, (ii) (y) the merger or consolidation of a Subsidiary that is not a Credit Party with and into a Credit Party; provided that such Credit Party will be the surviving entity or the surviving entity executes and delivers a Joinder Agreement and (z) the merger or consolidation of a Credit Party with and into another Credit Party; provided that if ~~the~~**a** Borrower is a party thereto, ~~the~~**such** Borrower will be the surviving corporation, and (iii) the merger or consolidation of a Subsidiary that is not a Credit Party with and into another Subsidiary that is not a Credit Party.

Section 6.5 Advances, Investments and Loans.

The Credit Parties will not, nor will they permit any Subsidiary to, make any Investment or contract to make any Investment except for the following (the "Permitted Investments"):

(a) cash and Cash Equivalents;

(b) Investments existing as of the Closing Date as set forth on Schedule 1.1(a);

(c) receivables owing to the Credit Parties or any of their Subsidiaries or any receivables and advances to suppliers, in each case if created, acquired or made in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(d) Investments in and loans to any Credit Party;

(e) loans and advances to officers, directors and employees in an aggregate amount not to exceed $400,000 at any time outstanding; provided that such loans and advances shall comply with all applicable Requirements of Law (including Sarbanes-Oxley);

(f) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of suppliers and customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;

(g) Permitted Acquisitions;

(h) Bank Products to the extent permitted hereunder;

(i) ownership of the UST Systems (as defined in the Getty Lease) subject to an option to purchase in favor of Getty under the Getty Lease;

(j) Mortgaged Properties owned by any Guarantor subject to ROFRs and Repurchase Options; and

(k) time deposits with Team Capital Bank in an amount not to exceed $10,000,000; provided, however, that such funds shall represent escrowed environmental reserves;

(l) (i) Investments in and loans to any Subsidiary which is not a Credit Party, (ii) Investments in the form of loans to Affiliates of ~~the~~a Borrower who are not Credit Parties, (iii) Investments in the form of loans to purchasers in connection with any Disposition permitted pursuant to Section 6.4 and (iv) Investments constituting Indebtedness related to convenience store and wholesale fuel distribution assets; provided that, with respect to the foregoing Investments set forth in this clause (l), the aggregate amount of all such Investments shall not exceed $10,000,000 at any time outstanding; **provided further, for the avoidance of doubt, nothing in this clause (l) shall prohibit the foregoing Investments to the extent consummated in connection with a Permitted Acquisition;**

(m) (i) capital expenditures in the ordinary course of business with respect to Investments in joint ventures, and (ii) Investments in joint ventures related to convenience store and wholesale fuel distribution assets; provided that, with respect to the foregoing Investments set forth in this clause (m), the aggregate amount of all such Investments shall not exceed $10,000,000 at any time outstanding; and

(n) additional loan advances and/or Investments of a nature not contemplated by the foregoing clauses hereof; provided that such loans, advances and/or Investments made after the Closing Date pursuant to this clause shall not exceed an aggregate amount of $1,000,000 at any one time outstanding.

Section 6.6 Transactions with Affiliates.

The Credit Parties will not, nor will they permit any Subsidiary to, enter into any transaction or series of transactions, whether or not in the ordinary course of business, with any officer, director, shareholder or Affiliate other than on terms and conditions substantially as favorable as would be obtainable in a comparable arm's-length transaction with a Person other than an officer, director, shareholder or Affiliate, other than (a) transactions solely between or among Credit Parties, (b) **Permitted Acquisitions permitted pursuant to clause (d), (e) or (f) of the definition thereof, (c)** transactions in effect on the Closing Date **and on the Second Amendment Effective Date** as set forth on Schedule 6.6 ~~and (c~~**as such transactions may be modified from time to time with the approval of the Conflicts Committee (as defined below), (d) transactions under the Omnibus Agreement or the Master Lease, in each case, as in effect on the Second Amendment Effective Date as may be amended, restated, changed, supplemented or modified from time to time with the approval of the Conflicts Committee, (e)** any Restricted Payment permitted by Section 6.10 **and (f) transactions involving any employee benefit plan or related trust of any Credit Party**; provided, however, that any transaction approved by the Conflicts Committee of the Board of Directors of the General Partner of the ~~Borrower~~**Partnership**, which Conflicts Committee shall consist of at least three (3) outside board members (the "Conflicts Committee") or in accordance with the guidelines promulgated from time to time by the Conflicts Committee shall be deemed, for purposes of this Agreement, to be on terms and conditions substantially as favorable as would be obtainable on a comparable arm's-length transaction with a person other than an officer, director, shareholder or Affiliate of the Credit Parties and their respective Subsidiaries.

Section 6.7 Ownership of Subsidiaries; Restrictions.

The Credit Parties will not, nor will they permit any Subsidiary to, create, form or acquire any Subsidiaries, except for Subsidiaries that (i) become Credit Parties and enter into a Joinder Agreement as required by the terms hereof or (ii) constitute Foreign Subsidiaries or other Subsidiaries which are not Material Domestic Subsidiaries which are created or acquired in connection with Permitted Acquisitions. The Credit Parties will not sell, transfer, pledge or otherwise dispose of any Equity Interests in any of their Subsidiaries, nor will they permit any of their Subsidiaries to issue, sell, transfer, pledge or otherwise dispose of any of their Equity Interests, except in a transaction permitted by Section 6.4.

Section 6.8 Corporate Changes.

No Credit Party will, nor will it permit any of its Subsidiaries to, (a) change its fiscal year, or (b) amend, modify or change its articles of incorporation, certificate of designation (or corporate charter or other similar organizational document) operating agreement or bylaws (or other similar document) in any respect materially adverse to the interests of the Lenders without the prior written consent of the Required Lenders. No Credit Party shall (a) (i) except as permitted under Section 6.4, alter its legal existence or, in one transaction or a series of transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets, (ii) change its state of incorporation or organization, without providing thirty (30) days prior written notice to the Administrative Agent and without filing (or confirming that the Administrative Agent has filed) such financing statements and amendments to any previously filed financing statements as the Administrative Agent may require, or (iii) change its registered legal name, without providing ~~thirty~~**five** (~~30~~**5**) days prior written notice to the Administrative Agent and without filing (or confirming that the Administrative Agent has filed) such financing statements and amendments to any previously filed financing statements as the Administrative Agent may require, (b) have more than one state of incorporation, organization or formation or (c) change its accounting method (except in accordance with GAAP) in any manner adverse to the interests of the Lenders without the prior written consent of the Required Lenders.

Notwithstanding the foregoing to the contrary, the ~~Borrower~~**Borrowers** shall not and shall not permit any amendment, modification or change and shall not consent to any amendment, modification or change to any of the terms of the Partnership Agreement, except to the extent the same could not reasonably be expected to be materially adverse to the Lenders (and provided that the ~~Borrower~~**Borrowers** promptly ~~furnishes~~**furnish** to the Administrative Agent a copy of such amendment, modification, supplement, cancellation, termination or waiver).

Section 6.9 Limitation on Restricted Actions.

The Credit Parties will not, nor will they permit any Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any such Person to (a) pay dividends or make any other distributions to any Credit Party on its Equity Interests or with respect to any other interest or participation in, or measured by, its profits, (b) pay any Indebtedness or other obligation owed to any Credit Party, (c) make loans or advances to any Credit Party, (d) sell, lease or transfer any of its properties or assets to any Credit Party, or (e) act as a Guarantor and pledge its assets pursuant to the Credit Documents or any renewals, refinancings, exchanges, refundings or extension thereof or amend or otherwise modify the Credit Documents, except (in respect of any of the matters referred to in clauses (a)-(d) above) for such encumbrances or restrictions existing under or by reason of (i) this Agreement and the other Credit Documents, (ii) applicable law, (iii) any document or instrument governing

Indebtedness incurred pursuant to Section 6.1(c); provided that any such restriction contained therein relates only to the asset or assets constructed or acquired in connection therewith, or (iv) any Permitted Lien or any document or instrument governing any Permitted Lien; provided that any such restriction contained therein relates only to the asset or assets subject to such Permitted Lien.

Section 6.10 Restricted Payments.

The Credit Parties will not, nor will they permit any Subsidiary to, directly or indirectly, declare, order, make or set apart any sum for or pay any Restricted Payment, except:

(a) to make dividends or other distributions payable solely in the same class of Equity Interests of such Person;

(b) to make dividends or other distributions payable to the Credit Parties or Subsidiaries of the Credit Parties which are the parent companies of such Subsidiary (directly or indirectly through its Subsidiaries);

(c) so long as no Event of Default then exists and is continuing or would result therefrom, Restricted Payments by the ~~Borrower~~**Partnership** pursuant to and in accordance with the cash distribution policy adopted by the General Partner pursuant to the Partnership Agreement from time to time;

(d) to purchase, redeem or otherwise acquire its Equity Interests with the proceeds received from a substantially concurrent issue of new Equity Interests;

(e) to redeem or convert its Equity Interests or make any payment in connection with any employee benefit plan or arrangement sponsored by the Credit Parties entered into in the ordinary course of business; and

(f) Restricted Payments which are not otherwise permitted by this Section 6.10, so long as (i) no Event of Default then exists and is continuing or would result therefrom, (ii) the ~~Borrower is~~**Borrowers are** in pro forma compliance with the financial covenants in Section 5.9 and (iii) the Credit Parties have Liquidity of at least $~~35,000,000.~~**25,000,000.**

Section 6.11 Amendment of Subordinated Debt.

The Credit Parties will not, nor will they permit any Subsidiary to, without the prior written consent of the Required Lenders, amend, modify, waive or extend or permit the amendment, modification, waiver or extension of any term of any document governing or relating to any Subordinated Debt in a manner that is adverse to the interests of the Lenders.

Section 6.12 Sale Leasebacks.

The Credit Parties will not, nor will they permit any Subsidiary to, directly or indirectly, become or remain liable as lessee or as guarantor or other surety with respect to any lease, whether an Operating Lease or a Capital Lease, of any property (whether real, personal or mixed), whether

now owned or hereafter acquired, (a) which any Credit Party or any Subsidiary has sold or transferred or is to sell or transfer to a Person which is not a Credit Party or a Subsidiary or (b) which any Credit Party or any Subsidiary intends to use for substantially the same purpose as any other property which has been sold or is to be sold or transferred by a Credit Party or a Subsidiary to another Person which is not a Credit Party or a Subsidiary in connection with such lease (each, a "Sale Leaseback"); provided that the Credit Parties may enter into Sale Leasebacks so long as (a) such Sale Leaseback is permitted pursuant to Section 6.4(a)(vi), (b) any Disposition of property pursuant to a Sale Leaseback shall be for no less than the fair market value of such property without the prior written consent of the Administrative Agent, and (c) the terms of such Sale Leaseback are on commercially reasonable, arm's length terms to a third party that is not an Affiliate of any Credit Party.

Section 6.13 No Further Negative Pledges.

The Credit Parties will not, nor will they permit any Subsidiary to, enter into, assume or become subject to any agreement prohibiting or otherwise restricting the creation or assumption of any Lien upon any of their properties or assets, whether now owned or hereafter acquired, or requiring the grant of any security for such obligation if security is given for some other obligation, except (a) pursuant to this Agreement and the other Credit Documents, (b) pursuant to any document or instrument governing Indebtedness incurred pursuant to Section 6.1(c); provided that any such restriction contained therein relates only to the asset or assets constructed or acquired in connection therewith, (c) in connection with any Permitted Lien or any document or instrument governing any Permitted Lien, (d) customary non-assignment provisions in leases, licenses, permits and other agreements entered into in the ordinary course of business, (e) obligations that are binding on a person at the time such Person first becomes a Subsidiary of ~~the~~**a** Borrower or any of the other Credit Parties, and (f) customary restrictions contained in an agreement relating to a Disposition that limit the transfer of encumbrances of the property or assets relating to such Disposition pending consummation thereof; provided that any such restriction contained therein relates only to the asset or assets subject to such Permitted Lien.

Section 6.14 Account Control Agreements; Additional Bank Accounts.

Set forth on Schedule 3.16(c) is a complete and accurate list of all checking, savings or other accounts (including securities accounts) of the Credit Parties at any bank or other financial institution, or any other account where money is or may be deposited or maintained with any Person as of the Closing Date. Each of the Credit Parties will not open, maintain or otherwise have any checking, savings or other accounts (including securities accounts) at any bank or other financial institution, or any other account where money is or may be deposited or maintained with any Person, other than (a) the accounts set forth on Schedule 3.16(c) and designated as unrestricted accounts; provided that the balance on any such account does not exceed $250,000 and the aggregate balance in all such accounts does not exceed $500,000, (b) deposit accounts that are subject to a Deposit Account Control Agreement, (c) securities accounts that are subject to a Securities Account Control Agreement, (d) deposit accounts established solely as payroll and other zero balance accounts and (e) other deposit accounts, so long as at any time the balance in any such account does not exceed $250,000 and the aggregate balance in all such accounts does not exceed $500,000.

Section 6.15 Use of Proceeds.

The Borrowers will not request any Loan or Letter of Credit, and each Borrower shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Loan or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person or Sanctioned Entity, or in any county or territory which is itself the subject or target of any Sanctions, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.1 Events of Default.

An Event of Default shall exist upon the occurrence of any of the following specified events (each an "Event of Default"):

(a) Payment. (i) ~~The~~**Any** Borrower shall fail to pay any principal on any Loan or Note when due (whether at maturity, by reason of acceleration or otherwise) in accordance with the terms hereof or thereof; or (ii) ~~the~~**any** Borrower shall fail to reimburse the Issuing Lender for any LOC Obligations when due (whether at maturity, by reason of acceleration or otherwise) in accordance with the terms hereof; or (iii) ~~the~~**any** Borrower shall fail to pay any interest on any Loan or any fee or other amount payable hereunder when due (whether at maturity, by reason of acceleration or otherwise) in accordance with the terms hereof and such failure shall continue unremedied for three (3) Business Days; or (iv) or any Guarantor shall fail to pay on the Guaranty in respect of any of the foregoing or in respect of any other Guaranty Obligations hereunder (after giving effect to the grace period in clause (iii)); or

(b) Misrepresentation. Any representation or warranty made or deemed made either (i) herein shall prove to have been incorrect, false or misleading on or as of the date made or deemed made or (ii) in the Credit Documents or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement shall prove to have been incorrect, false or misleading in any material respect (except to the extent such representations or warranties are qualified by materiality as written in which case, the same shall be true as written) on or as of the date made or deemed made; or

(c) Covenant Default.

(i) Any Credit Party shall fail to perform, comply with or observe any term, covenant or agreement applicable to it contained in Sections 5.4, 5.7, 5.9, 5.15 or Article VI hereof (other than Section 6.14); or

(ii) Any Credit Party shall fail to perform, comply with or observe any term, covenant or agreement applicable to it contained in Sections 5.1, 5.2 or 5.16-further assurances and such failure continues for five (5) Business Days; or

(iii) Any Credit Party shall fail to perform, comply with or observe any term, covenant or agreement applicable to it contained in Section 5.14 and such failure continues for ten (10) Business Days or such longer cure period as is afforded under applicable restriction so long as the applicable Credit Party is exercising diligent good faith efforts to cure such failure; or

(iv) Any Credit Party shall fail to comply with any other covenant contained in this Agreement or the other Credit Documents or any other agreement, document or instrument among any Credit Party, the Administrative Agent and the Lenders or executed by any Credit Party in favor of the Administrative Agent or the Lenders (other than as described in Sections 7.1(a) or 7.1(c)(i) above) and, with respect to this clause (ii) only, such breach or failure to comply is not cured within thirty (30) days of its occurrence; or

(d) Indebtedness Cross-Default. (i) Any Credit Party or any of its Subsidiaries shall default in any payment of principal of or interest on any Indebtedness (other than the Indebtedness pursuant to the Credit Documents) in a principal amount outstanding of at least $7,500,000 for the Credit Parties and any of their Subsidiaries in the aggregate beyond any applicable grace period (not to exceed thirty (30) days), if any, provided in the instrument or agreement under which such Indebtedness was created; or (ii) any Credit Party or any of its Subsidiaries shall default in the observance or performance of any other agreement or condition relating to any Indebtedness (other than the Indebtedness pursuant to the Credit Documents) in a principal amount outstanding of at least $7,500,000 in the aggregate for the Credit Parties and their Subsidiaries or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or to be repurchased, prepaid, deferred or redeemed (automatically or otherwise); or (iii) any Credit Party or any of its Subsidiaries shall breach or default any payment obligation under any Hedging Agreement that is a Bank Product which breach or default remains unremedied for five (5) Business Days and, with respect to clause (iii) above, as a result of which the swap termination value owed by any such Person exceeds $5,000,000; or

(e) Intentionally Omitted.

(f) Bankruptcy Default. (i) A Credit Party or any of its Subsidiaries shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or a Credit Party or any of its Subsidiaries shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against a Credit Party or any of its Subsidiaries any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against a Credit Party or any of its Subsidiaries any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of their assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) a Credit Party or any of its Subsidiaries shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) a Credit Party or any of its Subsidiaries shall generally not, or shall be unable to, or shall admit in writing their inability to, pay its debts as they become due; or

(g) Judgment Default. (i) One or more judgments or decrees shall be entered against a Credit Party or any of its Subsidiaries involving in the aggregate a liability (to the extent not covered by insurance) of $20,000,000 or more and all such judgments or decrees shall not have been paid and satisfied, vacated, discharged, stayed or bonded pending appeal within ten (10) Business Days from the entry thereof or (ii) any injunction, temporary restraining order or similar decree shall be issued against a Credit Party or any of its Subsidiaries that, individually or in the aggregate, could result in a Material Adverse Effect; or

(h) ERISA Default. The occurrence of any of the following: (i) Any Person shall engage in any “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any “accumulated funding deficiency” (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan (other than a Permitted Lien) shall arise on the assets of the Credit Parties or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) a Credit Party, any of its Subsidiaries

or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, any Multiemployer Plan or (vi) any other similar event or condition shall occur or exist with respect to a Plan, in any case, which as had or could reasonably be expected to have a Material Adverse Effect; or

(i) Change of Control. There shall occur a Change of Control; or

(j) Invalidity of Guaranty. At any time after the execution and delivery thereof, any material provision of the Guaranty, for any reason other than the satisfaction in full of all Credit Party Obligations, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void, or any Credit Party shall contest the validity, enforceability, perfection or priority of the Guaranty, any Credit Document, or any Lien granted thereunder in writing or deny in writing that it has any further liability, including with respect to future advances by the Lenders, under any Credit Document to which it is a party; or

(k) Invalidity of Credit Documents. Any Credit Document shall fail to be in full force and effect or to give the Administrative Agent and/or the Lenders the security interests, liens, rights, powers, priority and privileges purported to be created thereby (except as such documents may be terminated or no longer in force and effect in accordance with the terms thereof, other than those indemnities and provisions which by their terms shall survive) or any Lien shall fail to be a first priority, perfected Lien on a material portion of the Collateral; or

(l) Subordinated Debt. Any default (which is not waived or cured within the applicable period of grace) or event of default shall occur under any Subordinated Debt or the subordination provisions contained therein shall cease to be in full force and effect or shall cease to give the Lenders the rights, powers and privileges purported to be created thereby; or

(m) Classification as Senior Debt. The Credit Party Obligations shall cease to be classified as "Senior Indebtedness," "Designated Senior Indebtedness" or any similar designation under any Subordinated Debt instrument.

(n) Uninsured Loss. Any uninsured damage to or loss, theft or destruction of any assets of the Credit Parties or any of their Subsidiaries shall occur that is in excess of $20,000,000.

Section 7.2 Acceleration; Remedies.

Upon the occurrence and during the continuance of an Event of Default, then, and in any such event, (a) if such event is a Bankruptcy Event, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon), and all other amounts under the Credit Documents (including, without limitation, the maximum amount of all contingent liabilities under Letters of Credit) shall immediately become due and payable, and (b) if such event is any other Event of Default, any or all of the following actions may be taken: (i) with the written consent of the Required

Lenders, the Administrative Agent may, or upon the written request of the Required Lenders, the Administrative Agent shall, declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; (ii) the Administrative Agent may, or upon the written request of the Required Lenders, the Administrative Agent shall, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the Notes to be due and payable forthwith and direct the ~~Borrower~~**Borrowers** to pay to the Administrative Agent cash collateral as security for the LOC Obligations for subsequent drawings under then outstanding Letters of Credit an amount equal to the maximum amount of which may be drawn under Letters of Credit then outstanding, whereupon the same shall immediately become due and payable; and/or (iii) with the written consent of the Required Lenders, the Administrative Agent may, or upon the written request of the Required Lenders, the Administrative Agent shall, exercise such other rights and remedies as provided under the Credit Documents and under applicable law.

ARTICLE VIII

THE ADMINISTRATIVE AGENT

Section 8.1 Appointment and Authority.

Each of the Lenders and the Issuing Lender hereby irrevocably appoints Citizens to act on its behalf as the Administrative Agent hereunder and under the other Credit Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Lender, and neither ~~the~~**any** Borrower nor any other Credit Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Credit Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 8.2 Nature of Duties.

Anything herein to the contrary notwithstanding, none of the bookrunners, arrangers or other agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Credit Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender, the Swingline Lender or the Issuing Lender hereunder. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any subagents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents

Section 8.3 Exculpatory Provisions.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Credit Documents, and its obligations hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Credit Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Credit Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Credit Party or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 9.1 and 7.2) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by the ~~Borrower~~**Borrowers**, a Lender or an Issuing Lender.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Credit Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Credit Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 8.4 Reliance by Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender or the Issuing Lender unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Lender prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the ~~Borrower~~**Borrowers**), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 8.5 Notice of Default.

The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received written notice from a Lender or the ~~Borrower~~**Borrowers** referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give prompt notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided, however, that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders except to the extent that this Agreement expressly requires that such action be taken, or not taken, only with the consent or upon the authorization of the Required Lenders, or all of the Lenders, as the case may be.

Section 8.6 Non-Reliance on Administrative Agent and Other Lenders.

Each Lender and the Issuing Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representation or warranty to it and that no act by the Administrative Agent hereinafter taken, including any review of the affairs of any Credit Party, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender and the Issuing Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the Issuing Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Credit Document or any related agreement or any document furnished hereunder or thereunder.

Section 8.7 Indemnification.

The Lenders severally agree to indemnify the Administrative Agent, the Issuing Lender, and the Swingline Lender in its capacity hereunder and their Affiliates and their respective officers, directors, agents and employees (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective Commitment Percentages in effect on the date on which indemnification is sought under this Section, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Credit Party Obligations) be imposed on, incurred by or asserted against any such indemnitee in any way relating to or arising out of any Credit Document or any documents contemplated by or referred to herein or therein or the Transactions or any action taken or omitted by any such indemnitee under or in connection with any of the foregoing; provided, however, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent resulting from such indemnitee's gross negligence, bad faith or willful misconduct, as determined by a court of competent jurisdiction. The agreements in this Section shall survive the termination of this Agreement and payment of the Notes, any Reimbursement Obligation and all other amounts payable hereunder.

Section 8.8 Administrative Agent in Its Individual Capacity.

The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Credit Parties or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 8.9 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Lender and the ~~Borrower~~**Borrowers**. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the ~~Borrower~~**Borrowers**, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Lender, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall nonetheless become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the ~~Borrower~~**Borrowers** and such Person remove such Person as Administrative Agent and, in consultation with the ~~Borrower~~**Borrowers**, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any Collateral held by the Administrative Agent on behalf of the Lenders or the Issuing Lender under any of the Credit Documents, the retiring Administrative Agent shall continue to hold such Collateral until such time as a successor Administrative Agent is appointed) and (ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the Issuing Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by the ~~Borrower~~**Borrowers** to a

successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the ~~Borrower~~**Borrowers** and such successor. After the retiring Administrative Agent's resignation or removal hereunder and under the other Credit Documents, the provisions of this Article and Section 9.5 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

(d) Any resignation by Citizens, as Administrative Agent pursuant to this Section shall also constitute its resignation as Issuing Lender and Swingline Lender. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Lender and Swingline Lender, (ii) the retiring Issuing Lender and Swingline Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Credit Documents, and (iii) the successor Issuing Lender shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring Issuing Lender to effectively assume the obligations of the retiring Issuing Lender with respect to such Letters of Credit.

Section 8.10 Collateral and Guaranty Matters.

(a) The Lenders and the Bank Product Provider irrevocably authorize and direct the Administrative Agent:

(i) to release any Lien on any Collateral granted to or held by the Administrative Agent under any Credit Document (A) upon termination of the Commitments and payment in full of all Credit Party Obligations (other than contingent indemnification obligations for which no claim has been made or cannot be reasonably identified by an Indemnitee based on the then-known facts and circumstances) and the expiration or termination of all Letters of Credit, (B) that is transferred or to be transferred as part of or in connection with any sale or other disposition permitted under Section 6.4, or (C) subject to Section 9.1, if approved, authorized or ratified in writing by the Required Lenders;

(ii) to subordinate any Lien on any Collateral granted to or held by the Administrative Agent under any Credit Document to the holder of any Lien on such Collateral that is permitted by Section 6.2; and

(iii) to release any Guarantor from its obligations under the applicable Guaranty if such Person ceases to be a Guarantor as a result of a transaction permitted hereunder.

(b) In connection with a termination or release pursuant to this Section, the Administrative Agent shall promptly execute and deliver to the applicable Credit Party, at the ~~Borrower~~**Borrowers**'~~s~~ expense, all documents that the applicable Credit Party shall reasonably request to evidence such termination or release. Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the

Administrative Agent's authority to release or subordinate its interest in particular types or items of Collateral, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section.

Section 8.11 Bank Products.

Except as otherwise provided herein, no Bank Product Provider that obtains the benefits of Sections 2.9 and 7.2, any Guaranty or any Collateral by virtue of the provisions hereof or of any Guaranty or any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Credit Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Credit Documents. The Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Credit Party Obligations arising under Bank Products unless the Administrative Agent has received written notice (including, without limitation, a Bank Product Provider Notice) of such Credit Party Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Bank Product Provider.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Amendments, Waivers, Consents and Release of Collateral.

Neither this Agreement nor any of the other Credit Documents, nor any terms hereof or thereof may be amended, modified, extended, restated, replaced, or supplemented (by amendment, waiver, consent or otherwise) except in accordance with the provisions of this Section nor may Collateral be released except as specifically provided herein or in the Security Documents or in accordance with the provisions of this Section. The Required Lenders may or, with the consent of the Required Lenders, the Administrative Agent may, from time to time, (a) enter into with the ~~Borrower~~**Borrowers** written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or of the ~~Borrower~~**Borrowers** hereunder or thereunder or (b) waive or consent to the departure from, on such terms and conditions as the Required Lenders may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, however, that no such amendment, supplement, modification, release, waiver or consent shall:

(i) reduce the amount or extend the scheduled date of maturity of any Loan or Note or any installment thereon, or reduce the stated rate of any interest or fee payable hereunder (except in connection with (A) a waiver of Default Interest which shall be determined by a vote of the Required Lenders) or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written

consent of each Lender directly affected thereby; provided that, it is understood and agreed that (A) no waiver, reduction or deferral of a mandatory prepayment required pursuant to Section 2.7(b), nor any amendment of Section 2.7(b), shall constitute a reduction of the amount of, or an extension of the scheduled date of, the scheduled date of maturity of, or any installment of, any Loan or Note and (B) any reduction in the stated rate of interest on Revolving Loans shall only require the written consent of each Lender holding a Revolving Commitment; or

(ii) amend, modify or waive any provision of this Section or reduce the percentage specified in the definition of Required Lenders, without the written consent of all the Lenders; or

(iii) release ~~the~~**a** Borrower or all or substantially all of the value of the Guaranty, without the written consent of all of the Lenders and Bank Product Providers (but only to the extent any such Bank Product Provider has previously provided, to the extent required by the terms of this Agreement, a Bank Product Provider Notice to the Administrative Agent); provided that the Administrative Agent may release any Guarantor permitted to be released pursuant to the terms of this Agreement; or

(iv) release all or substantially all of the value of the Collateral without the written consent of all of the Lenders and Bank Product Providers (but only to the extent any such Bank Product Provider has previously provided, to the extent required by the terms of this Agreement, a Bank Product Provider Notice to the Administrative Agent); provided that the Administrative Agent may release any Collateral permitted to be released pursuant to the terms of this Agreement or the Security Documents; or

(v) subordinate the Loans to any other Indebtedness without the written consent of all of the Lenders; or

(vi) permit a Letter of Credit to have an original expiry date more than twelve (12) months from the date of issuance without the consent of each of the Revolving Lenders; provided, that the expiry date of any Letter of Credit may be extended in accordance with the terms of Section 2.3(a); or

(vii) permit ~~the~~**a** Borrower to assign or transfer any of its rights or obligations under this Agreement or other Credit Documents without the written consent of all of the Lenders; or

(viii) amend, modify or waive any provision of the Credit Documents requiring consent, approval or request of the Required Lenders or all Lenders without the written consent of the Required Lenders or all the Lenders as appropriate; or

(ix) without the consent of Lenders holding at least a majority of the outstanding Revolving Commitments, amend, modify or waive any provision in Section 4.2 or waive any Default or Event of Default (or amend any Credit Document to effectively waive any Default or Event of Default) if the effect of such amendment, modification or waiver is that the Revolving Lenders shall be required to fund Revolving Loans when such Lenders would otherwise not be required to do so; or

(x) amend, modify or waive (A) the order in which Credit Party Obligations are paid or (B) the pro rata sharing of payments by and among the Lenders, in each case in accordance with Section 2.11(b) or 9.7(b) without the written consent of each Lender and each Bank Product Provider directly affected thereby; or

(xi) amend, modify or waive any provision of Article VIII without the written consent of the then Administrative Agent; or

(xii) amend or modify the definition of Credit Party Obligations to delete or exclude any obligation or liability described therein without the written consent of each Lender and each Bank Product Provider directly affected thereby; or

(xiii) amend the definitions of "Hedging Agreement," "Bank Product," or "Bank Product Provider" without the consent of any Bank Product Provider that would be adversely affected thereby;

provided, further, that no amendment, waiver or consent affecting the rights or duties of the Administrative Agent, the Issuing Lender or the Swingline Lender under any Credit Document shall in any event be effective, unless in writing and signed by the Administrative Agent, the Issuing Lender and/or the Swingline Lender, as applicable, in addition to the Lenders required hereinabove to take such action.

Any such waiver, any such amendment, supplement or modification and any such release shall apply equally to each of the Lenders and shall be binding upon the ~~Borrower~~**Borrowers**, the other Credit Parties, the Lenders, the Administrative Agent and all future holders of the Notes. In the case of any waiver, the ~~Borrower~~**Borrowers**, the other Credit Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the outstanding Loans and Notes and other Credit Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

Notwithstanding any of the foregoing to the contrary, the consent of the ~~Borrower~~**Borrowers** and the other Credit Parties shall not be required for any amendment, modification or waiver of the provisions of Article VIII (other than the provisions of Section 8.9).

Notwithstanding any of the foregoing to the contrary, the Credit Parties and the Administrative Agent, without the consent of any Lender, may enter into any amendment, modification or waiver of any Credit Document, or enter into any new agreement or instrument, to

(i) effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, or as required by local law to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or (ii) correct any obvious error or omission of a technical nature, in each case that is immaterial (as determined by the Administrative Agent), in any provision of any Credit Document, if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

Notwithstanding the fact that the consent of all the Lenders is required in certain circumstances as set forth above, (a) each Lender is entitled to vote as such Lender sees fit on any bankruptcy reorganization plan that affects the Loans, and each Lender acknowledges that the provisions of Section 1126(c) of the Bankruptcy Code supersedes the unanimous consent provisions set forth herein, (b) the Required Lenders may consent to allow a Credit Party to use cash collateral in the context of a bankruptcy or insolvency proceeding and (c) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except (i) that the Commitment of such Lender may not be increased or extended without the consent of such Lender and (ii) to the extent such amendment, waiver or consent impacts such Defaulting Lender more than the other Lenders.

For the avoidance of doubt and notwithstanding any provision to the contrary contained in this Section 9.1, this Agreement may be amended (or amended and restated) with the written consent of the Credit Parties and the Administrative Agent in accordance with Section 2.22(d).

Section 9.2 Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) If to ~~the~~**a** Borrower or any other Credit Party:

Address: ~~702~~**645** West Hamilton St.**,** Suite ~~203~~**500**
Allentown, Pennsylvania 18101
Attention: Mark Miller
Telephone: (610) 625-8039
Email: mmiller@lehighgas.com

with a copy to:

Address: ~~702~~**645** West Hamilton St.**,** Suite ~~203~~**500**
Allentown, Pennsylvania 18101
Attention: Frank M. Macerato
Telephone: (610) 625-8027
Email: fmacerato@lehighgas.com

(ii) If to the Administrative Agent:

Citizens Bank of Pennsylvania, as Administrative Agent
28 State Street
Boston, Massachusetts 02109
Attention: Kalens Herold
Telephone: (617) 994-7682
Fax: (855) 215-0786
Email: kalens.herold@rbscitizens.com

with a copy to:

Citizens Bank of Pennsylvania, as Administrative Agent
3025 Chemical Road, Suite 300
Plymouth Meeting, Pennsylvania 19462
Attention: Dale Carr
Telephone: 610-941-4166
Fax: (610) 941-4185
Email: Dale.Carr@RBSCitizens.com

(iii) if to a Lender, to it at its address (or telecopier number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Lenders, the Swingline Lender and the Issuing Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender, the Swingline Lender or the Issuing Lender pursuant to Article II if such Lender, the Swingline Lender or the Issuing Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the ~~Borrower~~**Borrowers** may, in ~~its~~**their** discretion, agree to accept notices and other communications to ~~it~~**them** hereunder by electronic communications pursuant to procedures approved by ~~it~~**them**, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) Change of Address, Etc. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

(d) Platform.

(i) Each Credit Party agrees that the Administrative Agent may make the Communications (as defined below) available to the Lenders by posting the Communications on Intralinks or a substantially similar electronic transmission system (the "Platform").

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the ~~Borrower~~**Borrowers** or the other Credit Parties, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the ~~Borrower's~~**Borrowers'**, any Credit Party's or the Administrative Agent's transmission of communications through the Platform. "Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Credit Party pursuant to any Credit Document or the transactions contemplated therein which is distributed to the Administrative Agent, any Lender or any Issuing Lender by.

Section 9.3 No Waiver; Cumulative Remedies.

No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 9.4 Survival of Representations and Warranties.

All representations and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the Notes and the making of the Loans; provided that all such representations and warranties shall terminate on the date upon which the Commitments have been terminated and all Credit Party Obligations have been paid in full.

Section 9.5 Payment of Expenses and Taxes; Indemnity.

(a) Costs and Expenses. The Credit Parties shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent), and shall pay all fees and time charges and disbursements for attorneys who may be employees of the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the Transactions shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Lender and the Swingline Lender in connection with the issuance, amendment, renewal or extension of any Letter of Credit or Swingline Loan or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Lender, the Issuing Lender or the Swingline Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender, the Swingline Lender or the Issuing Lender), and shall pay all fees and time charges for attorneys who may be employees of the Administrative Agent, any Lender, the Issuing Lender or the Swingline Lender, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Credit Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Credit Parties. The Credit Parties shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender, the Issuing Lender and the Swingline Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, penalties, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by ~~the~~**a** Borrower or any other Credit Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Credit Document or any agreement or instrument

contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the Transactions, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Materials of Environmental Concern on or from any property owned or operated by any Credit Party or any of its Subsidiaries, or any liability under Environmental Law related in any way to any Credit Party or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by ~~the~~**a** Borrower or any other Credit Party, and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, willful misconduct or bad faith of such Indemnitee. This Section (b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Credit Parties for any reason fail to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Issuing Lender, Swingline Lender or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Issuing Lender, Swingline Lender or such Related Party, as the case may be, such Lender's Commitment Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Issuing Lender or Swingline Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), Issuing Lender or Swingline Lender in connection with such capacity.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, none of the Credit Parties shall assert, and each of the Credit Parties hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the Transactions.

(e) Payments. All amounts due under this Section shall be payable promptly/not later than five (5) days after demand therefor.

(f) Survival. The agreements contained in this Section shall survive the resignation of the Administrative Agent, the Swingline Lender and the Issuing Lender, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of the Credit Party Obligations.

Section 9.6 Successors and Assigns; Participations.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither ~~the~~**any** Borrower nor any other Credit Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or contemporaneous assignments to related Approved Funds that equal at least the amount specified in paragraph (b)(i)(B) of this Section or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is

delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000, in the case of any assignment in respect of any portion of the Revolving Facility; (provided, however, that simultaneous assignments shall be aggregated in respect of a Lender and its Approved Funds), unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the ~~Borrower~~**Borrowers** otherwise ~~consents~~**consent** (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Tranches on a non-pro rata basis.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section and, in addition:

(A) the consent of the ~~Borrower~~**Borrowers** (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment, (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund or (z) the primary syndication of the Loans has not been completed as determined by ~~RBS~~ Citizens; provided that the ~~Borrower~~**Borrowers** shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of a Revolving Commitment if such assignment is to a Person that is not a Lender with a Commitment in respect of such facility, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(C) the consent of the Issuing Lender and Swingline Lender (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of a Revolving Commitment.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made to (A) any Credit Party or any Credit Party's Affiliates or Subsidiaries or (B) any Defaulting Lender or any of its Subsidiaries or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the ~~Borrower~~**Borrowers** and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (A) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon), and (B) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swingline Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.14 and 9.5 with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the ~~Borrower~~**Borrowers**, shall maintain at one of its offices in Boston, Massachusetts a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the ~~Borrower~~**Borrowers** , the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the ~~Borrower~~**Borrowers** and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the ~~Borrower~~**Borrowers** or the Administrative Agent, sell participations to any Person (other than a natural Person or the ~~Borrower~~**Borrowers** or any of the ~~Borrower's~~**Borrowers'** Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the ~~Borrower~~**Borrowers**, the Administrative Agent, the Issuing Lenders and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 9.5(c) with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in Section 9.1 that affects such Participant. The ~~Borrower agrees~~**Borrowers agree** that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 (subject to the requirements and limitations therein, including the requirements under Section 2.16(g) (it being understood that the documentation required under Section 2.16(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Section 2.14 or Section 2.16, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the

Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the ~~Borrower's~~**Borrowers'** request and expense, to use reasonable efforts to cooperate with the ~~Borrower~~**Borrowers** to effectuate the provisions of Section 2.19 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.7 as though it were a Lender; provided that such Participant agrees to be subject to Section 9.7 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the ~~Borrower~~**Borrowers**, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the ~~Loan~~**Credit** Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank **or any other central bank having jurisdiction over such Lender**; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 9.7 Right of Set-off; Sharing of Payments.

(a) If an Event of Default shall have occurred and be continuing, each Lender, the Issuing Lender, the Swingline Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the Issuing Lender, the Swingline Lender or any such Affiliate to or for the credit or the account of the ~~Borrower~~**Borrowers** or any other Credit Party against any and all of the obligations of the ~~Borrower~~**Borrowers** or such Credit Party now or hereafter existing under this Agreement or any other Credit Document to such Lender, the Swingline Lender or the Issuing Lender, irrespective of whether or not such Lender, the Swingline Lender or the Issuing Lender shall have made any demand under this Agreement or any other Credit Document and although such obligations of the ~~Borrower~~**Borrowers** or such Credit Party may be contingent or unmatured or are owed to a branch, office or affiliate of such Lender, the Swingline Lender or the Issuing Lender different from the branch, office or Affiliate holding such deposit or

obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.21 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lender, the Swingline Lender and the other Lenders, and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Credit Party Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the Swingline Lender, the Issuing Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the Swingline Lender, the Issuing Lender or their respective Affiliates may have. Each Lender, the Swingline Lender and the Issuing Lender agree to notify the ~~Borrower~~**Borrowers** and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

(b) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (i) notify the Administrative Agent of such fact, and (ii) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

(A) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(B) the provisions of this paragraph shall not be construed to apply to (x) any payment made by the ~~Borrower~~**Borrowers** pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in Letters of Credit to any assignee or participant, other than to any Credit Party or any Subsidiary thereof (as to which the provisions of this paragraph shall apply) or (z) (1) any amounts applied by the Swingline Lender to outstanding Swingline Loans and (2) any amounts received by the Issuing Lender and/or Swingline Lender to secure the obligations of a Defaulting Lender to fund risk participations hereunder.

(c) Each Credit Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Credit Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Credit Party in the amount of such participation.

Section 9.8 Table of Contents and Section Headings.

The table of contents and the Section and subsection headings herein are intended for convenience only and shall be ignored in construing this Agreement.

Section 9.9 Counterparts; Effectiveness; Electronic Execution.

(a) Counterparts; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the ~~Borrower~~**Borrowers**, the Guarantors, the Lenders and the Administrative Agent and the Administrative Agent shall have received copies hereof and thereof (telefaxed or otherwise), and thereafter this Agreement shall be binding upon and inure to the benefit of the ~~Borrower~~**Borrowers**, the Guarantors, the Administrative Agent and each Lender and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 9.10 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.11 Integration.

This Agreement and the other Credit Documents represent the agreement of the ~~Borrower~~**Borrowers**, the other Credit Parties, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent, the ~~Borrower~~**Borrowers**, the other Credit Parties, or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or therein.

Section 9.12 Governing Law.

This Agreement and the other Credit Documents any claims, controversy or dispute arising out of or relating to this Agreement or any other Credit Document (except, as to any other Credit Document, as expressly set forth therein) shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 9.13 Consent to Jurisdiction; Service of Process and Venue.

(a) Consent to Jurisdiction. ~~The~~**Each** Borrower and each other Credit Party irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of New York and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Credit Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York sitting State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Credit Document shall affect any right that the Administrative Agent, any Lender, the Swingline Lender or the Issuing Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document against ~~the~~**any** Borrower or any other Credit Party or its properties in the courts of any jurisdiction.

(b) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.2. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

(c) Venue. ~~The~~**Each** Borrower and each other Credit Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 9.14 Confidentiality.

Each of the Administrative Agent, the Lenders, the Swingline Lender and the Issuing Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives (it being understood that

the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process in which case, the Administrative Agent, shall, to the extent permitted by law, inform the Credit Parties promptly in advance thereof so that the Credit Parties may seek a protective order or other appropriate remedy, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder, under any other Credit Document or Bank Product or any action or proceeding relating to this Agreement, any other Credit Document or Bank Product or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (g) (i) any actual or prospective party (or its partners, directors, officers, employees, managers, administrators, trustees, agents, advisors or other representatives) to any swap or derivative or similar transaction under which payments are to be made by reference to the ~~Borrower~~**Borrowers** and ~~its~~**their respective** obligations, this Agreement or payments hereunder, (ii) an investor or prospective investor in securities issued by an Approved Fund that also agrees that Information shall be used solely for the purpose of evaluating an investment in such securities issued by the Approved Fund, (iii) a trustee, collateral manager, servicer, backup servicer, noteholder or secured party in connection with the administration, servicing and reporting on the assets serving as collateral for securities issued by an Approved Fund, or (iv) a nationally recognized rating agency that requires access to information regarding the Credit Parties, the Loans and Credit Documents in connection with ratings issued in respect of securities issued by an Approved Fund (in each case, it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential), (h) with the consent of the ~~Borrower~~**Borrowers** or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, the Swingline Lender, the Issuing Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the ~~Borrower~~**Borrowers**. With respect to disclosure pursuant to clauses (b) and (c) above, the Administrative Agent, the Lenders, the Swingline Lender and any Issuing Lender each agrees that, if in the absence of a protective order, any of them is legally compelled to disclose Information (as defined below) or else stand liable for contempt or suffer other censure or penalty, it may, without liability, disclose only that portion of the Information which it believes, in its reasonable commercial discretion, to be legally required to be disclosed; provided, however, that each of them will use its commercially reasonable efforts to preserve the confidentiality of the Information by cooperating with the Credit Parties to obtain assurances, to the extent available, that confidential treatment will be accorded the Information.

For purposes of this Section, "Information" shall mean all information received from any Credit Party or any of its Subsidiaries relating to any Credit Party or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender, the Swingline Lender or the Issuing Lender on a nonconfidential basis prior to disclosure by any Credit Party or any of its Subsidiaries; provided that, in the case of information received from any Credit Party or any of its Subsidiaries after the

date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 9.15 Acknowledgments.

~~The~~**Each** Borrower and the other Credit Parties each hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of each Credit Document;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to ~~the~~**any** Borrower or any other Credit Party arising out of or in connection with this Agreement and the relationship between the Administrative Agent and the Lenders, on one hand, and the ~~Borrower~~**Borrowers** and the other Credit Parties, on the other hand, in connection herewith is solely that of creditor and debtor; and

(c) no joint venture exists among the Lenders and the Administrative Agent or among the ~~Borrower~~**Borrowers**, the Administrative Agent or the other Credit Parties and the Lenders.

Section 9.16 Waivers of Jury Trial; Waiver of Consequential Damages.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.17 Patriot Act Notice.

Each Lender and the Administrative Agent (for itself and not on behalf of any other party) hereby notifies the ~~Borrower~~**Borrowers** that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the ~~Borrower~~**Borrowers** and the other Credit Parties, which information includes the name and address of the ~~Borrower~~**Borrowers** and the other Credit Parties and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the ~~Borrower~~**Borrowers** and the other Credit Parties in accordance with the Patriot Act.

Section 9.18 Resolution of Drafting Ambiguities.

Each Credit Party acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of this Agreement and the other Credit Documents to which it is a party, that it and its counsel reviewed and participated in the preparation and negotiation hereof and thereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof.

Section 9.19 Subordination of Intercompany Debt.

Each Credit Party agrees that all intercompany Indebtedness among Credit Parties (the "Intercompany Debt") is subordinated in right of payment, to the prior payment in full of all Credit Party Obligations. Notwithstanding any provision of this Credit Agreement to the contrary, provided that no Event of Default has occurred and is continuing, Credit Parties may make and receive payments with respect to the Intercompany Debt to the extent otherwise permitted by this Credit Agreement; provided that in the event of and during the continuation of any Event of Default, no payment shall be made by or on behalf of any Credit Party on account of any Intercompany Debt. In the event that any Credit Party receives any payment of any Intercompany Debt at a time when such payment is prohibited by this Section, such payment shall be held by such Credit Party, in trust for the benefit of, and shall be paid forthwith over and delivered, upon written request, to, the Administrative Agent.

Section 9.20 Continuing Agreement.

This Credit Agreement shall be a continuing agreement and shall remain in full force and effect until all Credit Party Obligations (other than those obligations that expressly survive the termination of this Credit Agreement) have been paid in full and all Commitments and Letters of Credit have been terminated. Upon termination, the Credit Parties shall have no further obligations (other than those obligations that expressly survive the termination of this Credit Agreement) under the Credit Documents and the Administrative Agent shall, at the request and expense of the ~~Borrower~~**Borrowers**, deliver all the Collateral in its possession to the ~~Borrower~~**Borrowers** and release all Liens on the Collateral; provided that should any payment, in whole or in part, of the Credit Party Obligations be rescinded or otherwise required to be restored or returned by the Administrative Agent or any Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, then the Credit Documents shall automatically be reinstated and all Liens of the Administrative Agent shall reattach to the Collateral and all amounts required to be restored or returned and all costs and expenses incurred by the Administrative Agent or any Lender in connection therewith shall be deemed included as part of the Credit Party Obligations.

Section 9.21 Press Releases and Related Matters.

The Credit Parties and their Affiliates agree that they will not in the future issue any press releases or other public disclosure using the name of Administrative Agent or any Lender or their respective Affiliates or referring to this Agreement or any of the Credit Documents without the

prior written consent of such Person, unless (and only to the extent that) the Credit Parties or such Affiliate is required to do so under law and then, in any event, the Credit Parties or such Affiliate will consult with such Person before issuing such press release or other public disclosure. Subject to the prior consent of the Credit Parties, which consent shall not be unreasonably withheld, the Administrative Agent or any Lender may publish customary advertising material relating to the Transactions using the name, product photographs, logo or trademark of the Credit Parties.

Section 9.22 Appointment of ~~Borrower~~the Partnership.

Each of the Guarantors ~~hereby appoints the Borrower~~**and Services may, in their sole discretion, appoint the Partnership** to act as its agent for all purposes under this Agreement and**, if so appointed,** agrees that (a) the ~~Borrower~~**Partnership** may execute such documents on behalf of such Guarantor **and Services** as the ~~Borrower~~**Partnership** deems appropriate in its sole discretion and each Guarantor **and Services** shall be obligated by all of the terms of any such document executed on its behalf, (b) any notice or communication delivered by the Administrative Agent or the Lender to the ~~Borrower~~**Partnership** shall be deemed delivered to each Guarantor **and Services** and (c) the Administrative Agent or the Lenders may accept, and be permitted to rely on, any document, instrument or agreement executed by the ~~Borrower~~**Partnership** on behalf of each Guarantor **and Services**.

Section 9.23 No Advisory or Fiduciary Responsibility.

In connection with all aspects of each Transaction, each of the Credit Parties acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document) are an arm's-length commercial transaction between the Credit Parties and their Affiliates, on the one hand, and Citizens (in its capacity as the Administrative Agent), ~~RBS~~ Citizens **Bank**, KeyBank and Wells Fargo Securities, LLC (in their capacities as the Lead Arrangers) and KeyBank, Wells Fargo Bank, National Association (in their capacities as Syndication Agents) and any other Lender, on the other hand, and the Credit Parties are capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the Transactions and by the other Credit Documents (including any amendment, waiver or other modification hereof or thereof); (b) in connection with the process leading to such transaction, Citizens (in its capacity as the Administrative Agent), ~~RBS~~ Citizens **Bank**, KeyBank and Wells Fargo Securities, LLC (in their capacities as the Lead Arrangers), KeyBank and Wells Fargo Bank, National Association (in their capacities as Syndication Agents) and the other Lenders are not and have not been acting solely as a principal and is not the financial advisor, agent or fiduciary, for any Credit Party or any of their Affiliates, stockholders, creditors or employees or any other Person; (c) none of Citizens (in its capacity as the Administrative Agent), ~~RBS~~ Citizens **Bank**, KeyBank and Wells Fargo Securities, LLC (in their capacities as the Lead Arrangers), KeyBank and Wells Fargo Bank, National Association (in their capacities as Syndication Agents) or any other Lender has assumed or will assume an advisory, agency or fiduciary responsibility in favor of any Credit Party with respect to any of the Transactions or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Credit Document (irrespective of whether Citizens (in its capacity as the Administrative Agent), ~~RBS~~ Citizens **Bank**, KeyBank and Wells Fargo Securities, LLC (in their capacities as the Lead

Arrangers), KeyBank and Wells Fargo Bank, National Association (in their capacities as Syndication Agents) or any other Lender have advised or are currently advising any Credit Party or any of its Affiliates on other matters) and none of Citizens (in its capacity as the Administrative Agent), ~~RBS~~ Citizens **Bank**, KeyBank and Wells Fargo Securities, LLC (in their capacities as the Lead Arrangers), KeyBank and Wells Fargo Bank, National Association (in their capacities as Syndication Agents) or the other Lenders, have any obligation to any Credit Party or any of their Affiliates with respect to the Transactions except those obligations set forth herein and in the other Credit Documents; (d) each of Citizens, ~~RBS~~ Citizens **Bank**, KeyBank, Wells Fargo Bank, National Association, Wells Fargo Securities, LLC and the other Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Credit Parties and their Affiliates, and none of Citizens, ~~RBS~~ Citizens **Bank**, KeyBank, Wells Fargo Bank, National Association, Wells Fargo Securities, LLC and the other Lenders have any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (e) none of Citizens, ~~RBS~~ Citizens **Bank**, KeyBank, Wells Fargo Bank, National Association, Wells Fargo Securities, LLC and the other Lenders have provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the Transactions (including any amendment, waiver or other modification hereof or of any other Credit Document) and the Credit Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Credit Parties hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against each of Citizens, ~~RBS~~ Citizens **Bank**, KeyBank, Wells Fargo Bank, National Association, Wells Fargo Securities, LLC and the other Lenders with respect to any breach or alleged breach of agency or fiduciary duty.

Section 9.24 Responsible Officers and Authorized Officers.

The Administrative Agent and each of the Lenders are authorized to rely upon the continuing authority of the Responsible Officers and the Authorized Officers with respect to all matters pertaining to the Credit Documents including, but not limited to, the selection of interest rates, the submission of requests for Extensions of Credit and certificates with regard thereto. Such authorization may be changed only upon written notice to Administrative Agent accompanied by (a) an updated Schedule 3.29 and (b) evidence, reasonably satisfactory to Administrative Agent, of the authority of the Person giving such notice and such notice shall be effective not sooner than five (5) Business Days following receipt thereof by Administrative Agent (or such earlier time as agreed to by the Administrative Agent).

Section 9.25 Amendment and Restatement; No Novation.

This Agreement constitutes an amendment and restatement of the Previous Credit Agreement effective from and after the Closing Date. The execution and delivery of this Agreement shall not constitute a novation of any indebtedness or other obligations owing to the lenders or the administrative agent under the Previous Credit Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement. On the Closing Date, the Previous Credit Agreement as amended and restated hereby shall be deemed to be a continuing agreement among the parties, and all documents, instruments and agreements delivered pursuant to or in connection with the Previous Credit Agreement not amended and restated in connection with the entry of the parties into this Agreement shall remain in full force and effect, each in accordance with its terms, as of the date of delivery or such other date as contemplated by such

document, instrument or agreement to the same extent as if the modifications to the Previous Credit Agreement contained herein were set forth in an amendment to the Previous Credit Agreement in a customary form, unless such document, instrument or agreement has otherwise been terminated or has expired in accordance with or pursuant to the terms of this Agreement, the Previous Credit Agreement or such document, instrument or agreement or as otherwise agreed by the required parties hereto or thereto. All loans and other obligations of the ~~Borrower~~**Borrowers** outstanding as of such date under the Previous Credit Agreement shall be deemed to be loans and obligations outstanding under the corresponding facilities described herein, without any further action by any Person, except that the Administrative Agent shall make such transfers of funds as are necessary in order that the outstanding balance of such loans, together with any Extensions of Credit made on the or Closing Date, reflect the Commitments of the Lenders hereunder.

Section 9.26 Notice to Secured Parties.

This Section 9.26 shall constitute notice by the Borrowers to the Administrative Agent, the Lenders and the other Secured Parties that no Secured Party shall have any recourse to the stock or assets owned by CST Brands or any of its Subsidiaries (other than the Credit Parties party hereto as of the Second Amendment Effective Date or as may become party to this Agreement after the Second Amendment Effective Date as required pursuant to Section 5.10 hereto).

ARTICLE X

GUARANTY

Section 10.1 The Guaranty.

In order to induce the Lenders to enter into this Agreement and any Bank Product Provider to enter into any Bank Product and to extend credit hereunder and thereunder and in recognition of the direct benefits to be received by the Guarantors from the Extensions of Credit hereunder and any Bank Product, each of the Guarantors hereby agrees with the Administrative Agent, the Lenders and the Bank Product Provider as follows: each Guarantor hereby unconditionally and irrevocably jointly and severally guarantees as primary obligor and not merely as surety the full and prompt payment when due, whether upon maturity, by acceleration or otherwise, of any and all Credit Party Obligations. If any or all of the indebtedness becomes due and payable hereunder or under any Bank Product, each Guarantor unconditionally promises to pay such indebtedness to the Administrative Agent, the Lenders, the Bank Product Providers, or their respective order, on demand, together with any and all reasonable expenses which may be incurred by the Administrative Agent or the Lenders in collecting any of the Credit Party Obligations. The Guaranty set forth in this Article X is a guaranty of timely payment and not of collection. The word "indebtedness" is used in this Article X in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of the ~~Borrower~~**Borrowers**, including specifically all Credit Party Obligations, arising in connection with this Agreement, the other Credit Documents or any Bank Product, in each case, heretofore, now, or hereafter made, incurred or created, whether voluntarily or involuntarily, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether or not such indebtedness is from time to time reduced, or

extinguished and thereafter increased or incurred, whether the ~~Borrower~~**Borrowers** may be liable individually or jointly with others, whether or not recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, and whether or not such indebtedness may be or hereafter become otherwise unenforceable.

Notwithstanding any provision to the contrary contained herein or in any other of the Credit Documents, to the extent the obligations of a Guarantor shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of each such Guarantor hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal or state and including, without limitation, the Bankruptcy Code).

Section 10.2 Bankruptcy.

Additionally, each of the Guarantors unconditionally and irrevocably guarantees jointly and severally the payment of any and all Credit Party Obligations of the ~~Borrower~~**Borrowers** to the Lenders and any Bank Product Provider whether or not due or payable by the ~~Borrower~~**Borrowers** upon the occurrence of any Bankruptcy Event and unconditionally promises to pay such Credit Party Obligations to the Administrative Agent for the account of the Lenders and to any such Bank Product Provider, or order, on demand, in lawful money of the United States. Each of the Guarantors further agrees that to the extent that the ~~Borrower~~**Borrowers** or a Guarantor shall make a payment or a transfer of an interest in any property to the Administrative Agent, any Lender or any Bank Product Provider, which payment or transfer or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, or otherwise is avoided, and/or required to be repaid to the ~~Borrower~~**Borrowers** or a Guarantor, the estate of the ~~Borrower~~**Borrowers** or a Guarantor, a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such avoidance or repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment had not been made.

Section 10.3 Nature of Liability.

The liability of each Guarantor hereunder is exclusive and independent of any security for or other guaranty of the Credit Party Obligations of the ~~Borrower~~**Borrowers** whether executed by any such Guarantor, any other guarantor or by any other party, and no Guarantor's liability hereunder shall be affected or impaired by (a) any direction as to application of payment by the ~~Borrower~~**Borrowers** or by any other party, or (b) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the Credit Party Obligations of the ~~Borrower~~**Borrowers**, or (c) any payment on or in reduction of any such other guaranty or undertaking, or (d) any dissolution, termination or increase, decrease or change in personnel by the ~~Borrower~~**Borrowers**, or (e) any payment made to the Administrative Agent, the Lenders or any Bank Product Provider on the Credit Party Obligations which the Administrative Agent, such Lenders or such Bank Product Provider the ~~Borrower~~**Borrowers** pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each of the Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

Section 10.4 Independent Obligation.

The obligations of each Guarantor hereunder are independent of the obligations of any other Guarantor or the ~~Borrower~~**Borrowers**, and a separate action or actions may be brought and prosecuted against each Guarantor whether or not action is brought against any other Guarantor or the Borrower and whether or not any other ~~Guarantor~~**Guarantors** or the ~~Borrower is~~**Borrowers are** joined in any such action or actions.

Section 10.5 Authorization.

Each of the Guarantors authorizes the Administrative Agent, each Lender and each Bank Product Provider without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to (a) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Credit Party Obligations or any part thereof in accordance with this Agreement and any Bank Product, as applicable, including any increase or decrease of the rate of interest thereon, (b) take and hold security from any Guarantor or any other party for the payment of this Guaranty or the Credit Party Obligations and exchange, enforce waive and release any such security, (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their discretion may determine, (d) release or substitute any one or more endorsers, Guarantors, the ~~Borrower~~**Borrowers** or other obligors and (e) to the extent otherwise permitted herein, release or substitute any Collateral.

Section 10.6 Reliance.

It is not necessary for the Administrative Agent, the Lenders or any Bank Product Provider to inquire into the capacity or powers of the ~~Borrower~~**Borrowers** or the officers, directors, members, partners or agents acting or purporting to act on its behalf, and any Credit Party Obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

Section 10.7 Waiver.

(a) Each of the Guarantors waives any right (except as shall be required by applicable statute and cannot be waived) to require the Administrative Agent, any Lender or any Bank Product Provider to (i) proceed against the ~~Borrower~~**Borrowers**, any other guarantor or any other party, (ii) proceed against or exhaust any security held from the ~~Borrower~~**Borrowers**, any other guarantor or any other party, or (iii) pursue any other remedy in the Administrative Agent's, any Lender's or any Bank Product Provider's whatsoever. Each of the Guarantors waives any defense based on or arising out of any defense of the ~~Borrower~~**Borrowers**, any other guarantor or any other party other than payment in full of the Credit Party Obligations (other than contingent indemnification obligations for which no claim has been made or cannot be reasonably identified by an Indemnitee based on the then-known facts and circumstances), including, without limitation, any defense based on or arising out of the disability of the ~~Borrower~~**Borrowers**, any other guarantor or any other party, or the unenforceability of the Credit Party Obligations or any part thereof from any cause, or the cessation from any cause of the

liability of the ~~Borrower~~**Borrowers** other than payment in full of the Credit Party Obligations. The Administrative Agent may, at its election, foreclose on any security held by the Administrative Agent or a Lender by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent such sale is permitted by applicable law), or exercise any other right or remedy the Administrative Agent or any Lender may have against the ~~Borrower~~**Borrowers** or any other party, or any security, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Credit Party Obligations have been paid in full and the Commitments have been terminated. Each of the Guarantors waives any defense arising out of any such election by the Administrative Agent or any of the Lenders, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Guarantors against the ~~Borrower~~**Borrowers** or any other party or any security.

(b) Each of the Guarantors waives all presentments, demands for performance, protests and notices, including, without limitation, notices of nonperformance, notice of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional Credit Party Obligations. Each Guarantor assumes all responsibility for being and keeping itself informed of the ~~Borrower~~**Borrowers**~~s~~ financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Credit Party Obligations and the nature, scope and extent of the risks which such Guarantor assumes and incurs hereunder, and agrees that neither the Administrative Agent nor any Lender shall have any duty to advise such Guarantor of information known to it regarding such circumstances or risks.

(c) Each of the Guarantors hereby agrees it will not exercise any rights of subrogation which it may at any time otherwise have as a result of this Guaranty (whether contractual, under Section 509 of the U.S. Bankruptcy Code, or otherwise) to the claims of the Lenders or any Bank Product Provider against the ~~Borrower~~**Borrowers** or any other guarantor of the Credit Party Obligations of the ~~Borrower~~**Borrowers** owing to the Lenders or such Bank Product Provider (collectively, the "Other Parties") and all contractual, statutory or common law rights of reimbursement, contribution or indemnity from any Other Party which it may at any time otherwise have as a result of this Guaranty until such time as the Credit Party Obligations shall have been paid in full and the Commitments have been terminated. Each of the Guarantors hereby further agrees not to exercise any right to enforce any other remedy which the Administrative Agent, the Lenders or any Bank Product Provider now have or may hereafter have against any Other Party, any endorser or any other guarantor of all or any part of the Credit Party Obligations of the ~~Borrower~~**Borrowers** and any benefit of, and any right to participate in, any security or collateral given to or for the benefit of the Lenders and/or the Bank Product Providers to secure payment of the Credit Party Obligations of the ~~Borrower~~**Borrowers** until such time as the Credit Party Obligations (other than contingent indemnification obligations for which no claim has been made or cannot be reasonably identified by an Indemnitee based on the then-known facts and circumstances) shall have been paid in full and the Commitments have been terminated.

Section 10.8 Limitation on Enforcement.

The Lenders and the Bank Product Providers agree that this Guaranty may be enforced only by the action of the Administrative Agent acting upon the instructions of the Required Lenders or such Bank Product Provider (only with respect to obligations under the applicable Bank Product) and that no Lender or Bank Product Provider shall have any right individually to seek to enforce or to enforce this Guaranty, it being understood and agreed that such rights and remedies may be exercised by the Administrative Agent for the benefit of the Lenders under the terms of this Agreement and for the benefit of any Bank Product Provider under any Bank Product.

Section 10.9 Confirmation of Payment.

The Administrative Agent and the Lenders will, upon request after payment of the Credit Party Obligations which are the subject of this Guaranty and termination of the Commitments relating thereto, confirm to the ~~Borrower~~**Borrowers**, the Guarantors or any other Person that such indebtedness and obligations have been paid and the Commitments relating thereto terminated, subject to the provisions of Section 10.2.

Section 10.10 Eligible Contract Participant.

Notwithstanding anything to the contrary in any Credit Document, no Guarantor shall be deemed under this Article 10 to be a guarantor of any Swap Obligations if such Guarantor was not an "eligible contract participant" as defined in § 1a(18) of the Commodity Exchange Act, at the time the guarantee under this Article 10 becomes effective with respect to such Swap Obligation and to the extent that the providing of such guarantee by such Guarantor would violate the Commodity Exchange Act; provided however that in determining whether any Guarantor is an "eligible contract participant" under the Commodity Exchange Act, the guarantee of the Credit Party Obligations of such Guarantor under this Article 10 by a Guarantor that is also a Qualified ECP Guarantor shall be taken into account.

Section 10.11 Keepwell.

Without limiting anything in this Article 10, each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time to each Guarantor that is not an "eligible contract participant" under the Commodity Exchange Act at the time the guarantee under this Article 10 becomes effective with respect to any Swap Obligation, to honor all of the Obligations of such Guarantor under this Article 10 in respect of such Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.11 for the maximum amount of such liability that can be hereby incurred without rendering its undertaking under this Section 10.11, or otherwise under this Article 10, voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The undertaking of each Qualified ECP Guarantor under this Section 10.11 shall remain in full force and effect until termination of the Commitments and payment in full of all Loans and other Credit Party Obligations. Each Qualified ECP Guarantor intends that this Section 10.11 constitute, and this Section 10.11 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Guarantor that would otherwise not constitute an "eligible contract participant" under the Commodity Exchange Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by its proper and duly authorized officers as of the day and year first above written.

~~**BORROWER**~~**BORROWERS:**

LEHIGH GAS PARTNERS LP,
a Delaware limited partnership

By: Lehigh Gas GP LLC, its general partner

By: _____
Name:
Title:

LEHIGH GAS WHOLESALE SERVICES, INC.,
a Delaware corporation

By: _____
Name:
Title:

GUARANTORS:

LGP OPERATIONS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LEHIGH GAS WHOLESALE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

~~**LEHIGH GAS WHOLESALE SERVICES, INC.**, a Delaware corporation~~

~~By: _____~~
~~Name: _____~~
~~Title: _____~~

LGP REALTY HOLDINGS LP,
a Delaware limited partnership

By: LGP Realty Holding GP LLC, its general partner

By: _____

Name: _____

Title: _____

EXPRESS LANE, INC.,
a Florida corporation

By: _____

Name: _____

Title: _____

LGP REALTY HOLDING GP LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

CITIZENS BANK OF PENNSYLVANIA, as a Lender and as Administrative Agent on behalf of the Lenders

By: _____
Name:
Title:

ANNEX B

Amended Schedules and Exhibits to Credit Agreement

See Attached.

Schedule 1.1(d)

Commitments

Lender	Revolving Commitment	Revolving Commitment Percentage
Citizens Bank of Pennsylvania	$64,000,000	11.63636363636360%
KeyBank National Association	$59,000,000	10.72727272727270%
Wells Fargo Bank, National Association	$54,000,000	9.81818181818182%
Bank of America, N.A.	$35,000,000	6.36363636363636%
Manufacturers and Traders Trust Company	$35,000,000	6.36363636363636%
Royal Bank of Canada	$35,000,000	6.36363636363636%
Santander Bank, N.A.	$35,000,000	6.36363636363636%
Raymond James Bank, N.A.	$30,000,000	5.45454545454545%
Barclays Bank PLC	$30,000,000	5.45454545454545%
Capital One, National Association	$30,000,000	5.45454545454545%
Cadence Bank, N.A.	$30,000,000	5.45454545454545%
People’s United Bank	$25,000,000	4.54545454545455%
First Niagara Bank N.A.	$25,000,000	4.54545454545455%
J.P. Morgan Chase Bank, NA	$22,500,000	4.09090909090909%
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$22,500,000	4.09090909090909%
First Tennessee Bank National Association	$18,000,000	3.27272727272727%
Total:	**$550,000,000**	100%

Exhibit 10.2

AMENDED AND RESTATED OMNIBUS AGREEMENT

BY AND AMONG

LEHIGH GAS PARTNERS LP,
LEHIGH GAS GP LLC,
LEHIGH GAS CORPORATION,
CST SERVICES, LLC,
LEHIGH GAS-OHIO, LLC

AND

JOSEPH V. TOPPER, JR.

AMENDED AND RESTATED OMNIBUS AGREEMENT

This Amended and Restated Omnibus Agreement is entered into on, and effective as of, October 1, 2014 (the "***Effective Date***"), and is by and among Lehigh Gas Partners LP, a Delaware limited partnership (the "***MLP***" or the "***Partnership***"), Lehigh Gas GP LLC, a Delaware limited liability company and the general partner of the MLP (the "***General Partner***"), Lehigh Gas Corporation, a Delaware corporation ("***LGC***"), CST Services, LLC, a Delaware limited liability company ("***CST***"), and, for purposes of Article X only, Lehigh Gas-Ohio, LLC, a Delaware limited liability company ("***LGO***"), and, for purposes of Section 2.5, Article X and Article XI only, Joseph V. Topper, Jr. ("***Topper***"). The above-named entities are sometimes referred to in this Agreement each as a "***Party***" and collectively as the "***Parties***." Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in Section 1.1.

RECITALS:

WHEREAS, the MLP, the General Partner, LGC, LGO and Topper previously entered into that certain Omnibus Agreement, dated October 30, 2012, as amended by the Amendment to Omnibus Agreement effective as of May 1, 2014 (as so amended, the "***Original Omnibus Agreement***");

WHEREAS, LGC, CST Brands, Inc. and CST GP, LLC, a wholly owned indirect subsidiary of CST Brands, Inc., have entered into that certain GP Purchase Agreement, dated as of August 6, 2014 (the "***GP Purchase Agreement***"), as a result of which CST GP, LLC owns, as of the date hereof, 100% of the membership interests in the General Partner; and

WHEREAS, in connection with the consummation of the transactions contemplated by the GP Purchase Agreement, the Parties desire to amend and restate the terms and conditions of the Original Omnibus Agreement to evidence their understanding, as more fully set forth in this Agreement, with respect to (1) specified indemnification obligations of LGC, CST and the MLP, (2) Services to be provided by CST hereunder and (3) certain payment, reimbursement, and other obligations of the Parties.

NOW, THEREFORE, in consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

"***Affiliate***" is defined in the MLP Agreement.

"***Agreement***" means this Amended and Restated Omnibus Agreement, as it may be amended, modified or supplemented from time to time in accordance with the terms hereof.

"***Base Management Fee***" is defined in Section 5.1(a).

"***Board***" means the Board of Directors of the General Partner.

"***Business Day***" means any day that is not a Saturday, Sunday or day on which banks are authorized by law to close in the State of New York.

"***Common Unit***" is defined in the MLP Agreement.

"***Confidential Information***" means all information, including information relating to the MLP Group, (i) furnished to CST, LGC or their respective representatives by or on behalf of the General Partner or (ii) prepared by or at the direction of the General Partner (in each case irrespective of the form of communication and whether such information is furnished before, on or after the date hereof), and all analyses, compilations, data, studies, notes, interpretations, memoranda or other documents prepared by CST, LGC or their respective representatives containing or based in whole or in part on any such furnished information.

"***Conflicts Committee***" is defined in the MLP Agreement.

"***Contribution Agreement***" means the Merger, Contribution, Conveyance and Assumption Agreement dated as of October 30, 2012, by and among the MLP, the General Partner, LGC, LGP Realty Holdings LP, Lehigh Gas Wholesale Services, Inc., Lehigh Gas Wholesale LLC, Lehigh Kimber Realty, LLC, Energy Realty OP LP, EROP – Ohio Holdings, LLC, Kwik Pik Realty – Ohio Holdings, LLC, LGO, Lehigh Gas Ohio II, LLC, Kwik Pik – Ohio Holdings, LLC, Kimber Petroleum Corporation, Kwik Pik – PA, LLC, Lehigh Kimber Realty II, LLC, Energy Realty OP II LP, EROP – Ohio Holdings II, LLC, Kwik Pik Realty – Ohio Holdings II, LLC, John B. Reilly, III and Topper.

"***Control***" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

"***CST***" is defined in the Preamble.

"***CST Audit Right***" is defined in Section 9.2.

"***CST Covered Environmental Losses***" means Losses by reason of or arising out of:

(i) with respect to assets of the Partnership or its subsidiaries, any violation or correction of violation of Environmental Law, including the performance of any Environmental Activity; or

(ii) any event, omission, or condition associated with the assets of the Partnership or its subsidiaries (including the exposure to or presence of Hazardous Substances on, under, about or Releasing to or from the assets of the Partnership or its subsidiaries or the exposure to or Release of Hazardous Substances arising out of operation of the assets of the Partnership or its subsidiaries at locations not owned by the Partnership or its subsidiaries) including (a) the cost and expense of any Environmental Activities and (b) the cost and expense for any environmental or toxic tort pre-trial, trial or appellate legal or litigation support work;

but only to the extent that such violation described in clause (i), or such events, omissions or conditions described in clause (ii), first occurred on or after the Effective Date.

"***CST Indemnified Party***" is defined in Section 6.3(b).

"***Effective Date***" is defined in the Preamble.

"***Environmental Activity***" shall mean any investigation, study, assessment, evaluation, sampling, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (regardless of whether active or passive), natural attenuation, restoration, bioremediation, response, repair, corrective measure, cleanup or abatement that is required or necessary under any applicable Environmental Law, including institutional or engineering controls or participation in a governmental voluntary cleanup program to conduct voluntary investigatory and remedial actions for the clean-up, removal or remediation of Hazardous Substances that exceed actionable levels established pursuant to Environmental Laws, or participation in a supplemental environmental project in partial or whole mitigation of a fine or penalty.

"***Environmental Closure***" means completion of Environmental Activities in accordance with applicable Environmental Laws such that a release, covenant not to sue, no further action letter, or other written approval by a Governmental Authority with jurisdiction over the remediation process is issued by such Governmental Authority or is established by operation of law.

"***Environmental Laws***" means all federal, regional, state, and local laws, statutes, rules, regulations, orders, judgments, ordinances, codes, injunctions, decrees, Environmental Permits and other legally enforceable requirements and rules of common law relating to (i) pollution or protection of human health or the environment or natural resources, (ii) any Release or threatened Release of, or any exposure of any Person or property to, any Hazardous Substances or (iii) the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, arrangement for disposal or transport, or handling of any Hazardous Substances. Without limiting the foregoing, Environmental Laws include the federal Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Clean Water Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Oil Pollution Act of 1990, the Federal Hazardous Materials Transportation Law, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, the Emergency Planning and Community Right to Know Act, the Marine Mammal Protection Act, the Endangered Species Act, the National Environmental Policy Act and other environmental conservation and protection laws, each as amended and the regulations promulgated pursuant thereto and each as is in effect through the Effective Date.

"***Environmental Permit***" means any permit, approval, identification number, license, registration, certification, consent, exemption, variance or other authorization required under or issued pursuant to any applicable Environmental Law.

"***Escrowed Environmental Funds***" is defined in the GP Purchase Agreement.

"***General Partner***" is defined in the Preamble.

"***Governmental Authority***" means the United States, any foreign country, state, county, city or other incorporated or unincorporated political subdivision, agency or instrumentality thereof.

"***GP Purchase Agreement***" is defined in the Recitals.

"***Hazardous Substance***" means (i) any substance that is designated, defined, listed, regulated or classified under any Environmental Law as a hazardous waste, solid waste, hazardous material, pollutant, contaminant or toxic or hazardous substance, or terms of similar meaning, or that is otherwise regulated under any Environmental Law, including any hazardous substance as defined under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or the Release of which may give rise to Liability under any Environmental Law, (ii) oil as defined in the Oil Pollution Act of 1990, as amended, including oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel and other refined petroleum hydrocarbons and petroleum products and fractions or by-products thereof, in each case whether in their virgin, used or waste state, and (iii) radioactive materials, asbestos containing materials or polychlorinated biphenyls.

"***Indemnified Party***" is defined in Section 6.3(b).

"***Initial Term***" means the period from the Effective Date until 12:01 a.m. on the five year anniversary of the Effective Date (or the next Business Day thereafter).

"***Lehigh Services***" is defined in Section 2.3(h).

"***LGC***" is defined in the Preamble.

"***LGC Audit Right***" is defined in Section 9.1.

"***LGC Covered Environmental Losses***" means Losses by reason of or arising out of:

(i) with respect to assets of the Partnership or its subsidiaries, any violation or correction of violation of Environmental Law, including the performance of any Environmental Activity; or

(ii) any event, omission, or condition associated with the assets of the Partnership or its subsidiaries (including the exposure to or presence of Hazardous Substances on, under, about or Releasing to or from the assets of the Partnership or its subsidiaries or the exposure to or Release of Hazardous Substances arising out of operation of the assets of the Partnership or its subsidiaries at locations not owned by the Partnership or its subsidiaries) including (a) the cost and expense of any Environmental Activities and (b) the cost and expense for any environmental or toxic tort pre-trial, trial or appellate legal or litigation support work;

but only to the extent that such violation described in clause (i), or such events, omissions or conditions described in clause (ii), first occurred on or after October 30, 2012 but before the Effective Date.

"***LGC Indemnified Party***" is defined in Section 6.3(a).

"***LGO***" is defined in the Preamble.

"***Losses***" means any and all losses, damages, obligations, liabilities, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses (including court costs and reasonable attorneys' and experts' fees) of any and every kind or character.

"***Management Fee***" is defined in Section 5.1(a).

"***MLP***" is defined in the Preamble.

"***MLP Agreement***" means the First Amended and Restated Agreement of Limited Partnership of the MLP, dated as of the October 30, 2012, as it may be amended, modified or supplemented from time to time; *provided*, *however*, that if any such amendment, modification or supplement in the reasonable discretion of the General Partner (i) would have a material adverse effect on the holders of Common Units, or (ii) materially limit or impair the rights of the MLP or reduce the obligations of LGC, LGO, CST or Topper under this Agreement, then such amendment, modification or supplement shall not be given effect for purposes of this Agreement unless it has been approved by the Conflicts Committee.

"***MLP Assets***" means the assets contributed to the Partnership pursuant to the Contribution Agreement.

"***MLP Change of Control***" means CST Brands, Inc. ceases to Control, directly or indirectly, the General Partner or the General Partner is removed as general partner of the MLP.

"***MLP Covered Environmental Losses***" means Losses by reason of or arising out of:

(i) with respect to the MLP Assets, any violation or correction of violation of Environmental Law, including the performance of any Environmental Activity; or

(ii) any event, omission, or condition associated with the MLP Assets (including the exposure to or presence of Hazardous Substances on, under, about or Releasing to or from the MLP Assets or the exposure to or Release of Hazardous Substances arising out of operation of the MLP Assets at non-MLP Asset locations) including (a) the cost and expense of any Environmental Activities and (b) the cost and expense for any environmental or toxic tort pre-trial, trial or appellate legal or litigation support work;

but only to the extent that such violation described in clause (i), or such events, omissions or conditions described in clause (ii), first occurred before October 30, 2012.

"***MLP Group***" means the MLP, the General Partner and the subsidiaries of the MLP.

"***MLP Indemnified Party***" is defined in Section 2.3.

"***MLP Services Indemnified Party***" is defined in Section 6.1(a).

"***Original Omnibus Agreement***" is defined in the Recitals.

"***Partnership***" is defined in the Preamble.

"***Party***" and "***Parties***" are defined in the Preamble.

"***Person***" means an individual or entity (including a corporation, partnership, joint venture, trust, limited liability company, unincorporated organization or any other entity or governmental agency or authority).

"***Pre-Effective Date Services***" is defined in Section 3.1(b).

"***Properties***" means the properties now owned or hereafter acquired by the MLP Group, including the MLP Assets.

"***Registration Statement***" means the Registration Statement on Form S-1, as amended (No. 333-181370), filed with the Securities and Exchange Commission with respect to the initial public offering of Common Units.

"***Release***" means any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, seepage, injecting, escaping, leaching, dumping or disposing into the environment.

"***Services***" means the services to be provided by or on behalf of CST to the General Partner for the benefit of the MLP Group pursuant to this Agreement as set forth in Exhibit A.

"***State Programs***" is defined in Section 2.3(e).

"***Subordinated Unit***" is defined in the MLP Agreement.

"***Tax Authority***" means any Governmental Authority having jurisdiction over the assessment, determination, collection or imposition of any Tax.

"***Tax Return***" means any report, return, election, document, estimated tax filing, declaration or other filing provided to any Tax Authority, including any amendments thereto.

"***Tax***" or "***Taxes***" means (i) all taxes, assessments, charges, duties, levies, imposts or other similar charges imposed by a Tax Authority, including all income, franchise, profits, capital gains, capital stock, transfer, gross receipts, sales, use, transfer, service, occupation, excise, severance, windfall profits, premium, stamp, license, payroll, employment, social security, unemployment, disability, environmental (including taxes under Code section 59A), alternative minimum, add-on, value-added, withholding and other taxes, assessments, charges, duties, levies, imposts or other similar charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), and all estimated taxes, deficiency assessments, additions to tax, additional amounts imposed by any Tax Authority, penalties and interest, but excluding any and all taxes based on net income, net worth, capital or profit; (ii) any liability for the payment of any amount of the type described in the immediately preceding clause (i) as a result of being a member of a consolidated, affiliated, unitary, combined, or similar group with any other corporation or entity at any time on or prior to October 30, 2012; and (iii) any liability for the payment of any amount of the type described in the preceding clauses (i) or (ii) whether as a result of contractual obligations to any other Person or by operation of law.

"***Term***" means the period commencing on the Effective Date and ending on the date of termination of this Agreement pursuant to Section 8.1.

"***Topper***" is defined in the Preamble.

"***Transition Services Agreement***" means that certain Transition Services Agreement by and between LGC and CST, dated as of the Effective Date.

"***Variable Management Fee***" is defined in Section 5.1(a).

"***Variable Retail Management Fee***" is defined in Section 5.1(a).

"***Variable Wholesale Management Fee***" is defined in Section 5.1(a).

"***Variable Wholesale Rate***" is defined in Section 5.1(a).

1.2 Construction. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" and words of like import shall be deemed to be followed by the words "without limitation;" and (d) the terms "hereof," "herein" and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II
INDEMNIFICATION

2.1 Title, Tax and Environmental Indemnifications. Subject to the provisions of Sections 2.2, 2.3 and 2.4, LGC shall indemnify, defend and hold harmless the MLP Group from and against:

(a) any Losses suffered or incurred by the MLP Group by reason or arising out of the failure (i) of the MLP Group to be the owner of valid and indefeasible title, easement rights, leasehold and/or fee ownership interests in and to the MLP Assets, and such failure deprives the MLP Group from the economic benefits of the MLP Assets or renders the MLP Group liable or unable to use or operate the MLP Assets in substantially the same manner that the MLP Assets were (A) used and operated by LGC and/or its applicable Affiliate immediately prior to October 30, 2012 as described in the Registration Statement or (B) were intended to be used by the MLP Group from and after October 30, 2012 as described in the Registration Statement, and (ii) of the owner or operator of the MLP Assets to obtain, prior to October 30, 2012, all material consents and permits necessary to conduct the MLP Group's business;

(b) other than federal, state and local income taxes disclosed in the latest pro forma balance sheet of the MLP included in the Registration Statement or incurred in the ordinary course of business thereafter, any Losses suffered or incurred by the MLP Group by reason of or arising out of any federal, state and local income tax liabilities attributable to the ownership or operation of the MLP Assets prior to October 30, 2012; and

(c) any MLP Covered Environmental Losses suffered or incurred by the MLP Group.

2.2 Limitations Regarding Indemnification.

(a) The indemnification obligations set forth in Section 2.1(a) shall survive until May 1, 2016 and the indemnification obligations set forth in Section 2.1(b) and (c) shall survive until 60 days after the expiration of any applicable statute of limitations; *provided*, *however*, that any such

indemnification obligation shall remain in full force and effect thereafter only with respect to any bona fide claim made thereunder prior to any such expiration and then only for such period as may be necessary for the resolution thereof.

(b) Each of the Parties hereto understands and agrees that, in the absence of fraud or willful misconduct, the indemnity provisions set forth in this Article II are the sole and exclusive remedy of the MLP Indemnified Parties (as defined below) with respect to any Losses that have been or may be suffered by an MLP Indemnified Party in connection with the transactions contemplated by the Contribution Agreement and/or the matters that are the subject of indemnification under Section 2.1.

2.3 Indemnification Procedures.

(a) Each member of the MLP Group seeking indemnification (each, an "***MLP Indemnified Party***") pursuant to this Article II agrees that within a reasonable period of time after it shall become aware of facts giving rise to a claim for indemnification pursuant to this Article II, it will provide notice thereof in writing to LGC specifying the nature of and specific basis for such claim; *provided*, *however*, that no MLP Indemnified Party shall submit claims more frequently than once a calendar quarter (or twice in the case of the last calendar quarter prior to the expiration of the applicable indemnity coverage under this Agreement); *provided*, *further*, that failure to timely provide such notice shall not affect the right of the MLP Indemnified Party's indemnification hereunder, except to the extent LGC is materially prejudiced by such delay or omission.

(b) LGC shall have the right to control all aspects of the defense of (and any counterclaims with respect to) any claims brought against the MLP Indemnified Party that are covered by the indemnification set forth in this Article II, including, without limitation, the selection of counsel (provided that such counsel shall be reasonably acceptable to the MLP Indemnified Parties), determination of whether to appeal any decision of any court and the settling of any such matter or any issues relating thereto; *provided*, *however*, that no such settlement shall be entered into without the consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the MLP Indemnified Parties unless it includes a full release of the MLP Indemnified Parties and their respective Subsidiaries from such matter or issues, as the case may be.

(c) In the event that any claim brought against the MLP Indemnified Parties that is covered by the indemnification set forth in this Article II is based on the presence of Hazardous Substances on, under, about or Releasing to or from property of the MLP Indemnified Parties that requires or necessitates Environmental Activity, LGC shall have the right to control all aspects of the Environmental Activity, including, without limitation, the selection of remediation or cleanup standards (to the extent such selection is permitted under applicable Environmental Law) based on activity and/or use limitations, so long as (i) the selected remediation or cleanup standards, and any activity or use limitations imposed (by deed restriction, environmental covenant or otherwise) in connection with the Environmental Activity would not unreasonably interfere with the current use of the property, (ii) the MLP Indemnified Parties shall have the right, but not the obligation, to fully participate in any Environmental Activities including making comments to documents to be submitted to any Governmental Authority, participating in meetings, and providing advice to LGC regarding procedural, substantive and strategic decisions, which LGC shall consider in good faith, (iii) LGC diligently and promptly pursues the completion of the Environmental Activity so as to attain Environmental Closure, and (iv) LGC complies with the requirements of Section 2.4. Where imposition of an activity or use

limitation as part of remediation of a property is permissible pursuant to the terms of this Section 2.3(c), the MLP Group shall cooperate with LGC with respect to the execution and recording of the required restrictive covenant, environmental covenant, or other instrument required in order to effectuate the limitation. LGC's indemnification obligations with respect to the remediation of Hazardous Substances shall cease upon Environmental Closure.

(d) The MLP Indemnified Parties agree to cooperate fully with LGC with respect to all aspects of the defense of any claims covered by the indemnification set forth in Article II, including, without limitation, the prompt furnishing to LGC of any correspondence or other notice relating thereto that the MLP Indemnified Parties may receive, permitting the names of the MLP Indemnified Parties to be utilized in connection with such defense, the making available to LGC of any files, records or other information of the MLP Indemnified Parties that LGC considers relevant to such defense and the making available to LGC of any employees of the MLP Indemnified Parties; *provided*, *however*, that in connection therewith LGC agrees to use reasonable efforts to minimize the impact thereof on the operations of the MLP Indemnified Parties and further agree to reasonably maintain the confidentiality of all files, records and other information furnished by the MLP Indemnified Parties pursuant to this Section 2.3. In no event shall the obligation of the MLP Indemnified Parties to cooperate with LGC as set forth in the immediately preceding sentence be construed as imposing upon the MLP Indemnified Parties an obligation to hire and pay for counsel in connection with the defense of any claims covered by the indemnification set forth in this Article II; *provided, however*, that the MLP Indemnified Parties may, at their option, cost and expense, hire and pay for counsel in connection with any such defense. LGC agrees to keep any such counsel hired by the MLP Indemnified Parties reasonably informed as to the status of any such defense, but LGC shall have the right to retain sole control over such defense.

(e) In determining the amount of any Losses for which the MLP Indemnified Parties are entitled to indemnification under this Agreement, the gross amount of the indemnification will be reduced by (i) any insurance proceeds realized by the MLP Indemnified Parties, and such correlative insurance benefit shall be net of any incremental insurance premium that becomes due and payable by the MLP Indemnified Parties as a result of such claim and (ii) all amounts recovered by the MLP Indemnified Parties under contractual indemnities from third parties or under state underground storage tank indemnification programs ("***State Programs***"). The MLP Indemnified Parties hereby agree to use commercially reasonable efforts to realize any applicable insurance proceeds or amounts recoverable under such contractual indemnities and State Programs; *provided*, *however*, that the costs and expenses (including, without limitation, court costs and reasonable attorneys' fees or State Program fees) of the MLP Indemnified Parties in connection with such efforts shall be promptly reimbursed by LGC. To the extent that LGC has made any indemnification payment hereunder in respect of a claim for which the MLP Indemnified Parties have asserted a related claim for insurance proceeds or under a contractual indemnity or a State Program, LGC shall be subrogated to the rights of the MLP Indemnified Parties to receive the proceeds of such insurance or contractual indemnity or State Programs.

(f) LGC shall cause CST, the General Partner, the Partnership and its subsidiaries to be named as additional insureds under its environmental insurance policies, except for its remediation cost containment policies.

(g) LGC (i) agrees to use commercially reasonable efforts to access escrow accounts with respect to which LGC or any of its Affiliates is the beneficiary that are attributable to a Property for which the MLP Indemnified Parties are entitled to indemnification hereunder and (ii) shall obtain the

General Partner's prior written consent, which consent shall not be unreasonably withheld, before disbursing or consenting to any disbursement of any portion of the Escrowed Environmental Funds for any purpose other than to pay for liabilities for which the funds were established.

(h) Notwithstanding anything herein or in the MLP Agreement to the contrary, the Parties hereto hereby acknowledge and agree to treat and report for all United States federal, and state and local, income tax purposes and for all Capital Account (as defined in the MLP Agreement) purposes: (i) any indemnification payment(s) required to be made by LGC pursuant to Article II of this Agreement in respect of MLP Covered Environmental Losses and Other Losses of any MLP Group member other than Lehigh Gas Wholesale Services, Inc. ("***Lehigh Services***") as nontaxable contributions to the capital of the Partnership under Section 721 of the Internal Revenue Code of 1986, as amended (the "***Code***") and the Treasury Regulations thereunder, with any such payment(s) so required to be made by LGC in respect of MLP Covered Environmental Losses and Other Losses of Lehigh Services as direct remittances to Lehigh Services; (ii) any losses, deductions and expenditures paid and/or incurred by the Partnership and/or any other MLP Group member (other than Lehigh Services) for and/or in respect of any MLP Covered Environmental Losses and other Losses for which such payment(s) referred to in clause (i) are required to be made as being specially allocated (and allocable) to LGC (but only to the extent that such MLP Covered Environmental Losses and/or Other Losses have not already been reflected in the Capital Account of LGC (*e.g.*, as a Capital Account-reducing liability described in Treasury Regulations Section 1.752-7); *provided*, *further*, the aggregate amount of such losses, deductions and expenditures that shall otherwise be permitted to be so allocated, either directly or indirectly, pursuant to the foregoing (including through a "tax disregarded entity"), to LGC under this clause (ii) and otherwise under the MLP Agreement shall also not exceed the aggregate amount of the payment(s) referred to in clause (i) that are actually made by, and credited to the Capital Account of, LGC; and (iii) any indemnification payment(s) required to be made by MLP pursuant to Section 6.2(b) as not, either directly or indirectly, reducing or decreasing the Capital Account of LGC.

2.4 Access Rights. Upon reasonable advance notice, the MLP Group shall afford to the directors, officers, employees, accountants, counsel, agents, consultants, auditors and other authorized representatives of LGC reasonable access, during normal business hours, to the MLP Assets in order to conduct any Environmental Activity that LGC has agreed to perform or is responsible for performing or to otherwise observe, review or evaluate any matters for which the MLP Group may seek indemnification from LGC pursuant to this Article II; provided that any such access shall be conducted in a manner so as not to interfere unreasonably with the operation of the business of the MLP Group and LGC shall indemnify, defend and hold harmless the MLP Group from and against any Losses of the MLP Group arising from personal injury, property damage, or threatened or actual environmental contamination as a result of the access granted hereby to the directors, officers, employees, accountants, counsel, agents, consultants, auditors and other authorized representatives of LGC.

2.5 Past Acquisitions. With respect to any legal rights to pursue claims for indemnification included in any acquisition agreements pursuant to which LGC or such Affiliates (excluding the MLP Group) acquired any of the MLP Assets that are not assignable (or have not been assigned) to the MLP pursuant to the terms of such acquisition agreements or for any other reason, LGC and Topper agree to (and to cause their applicable Affiliates to) pursue its remedies for any indemnifiable claims on behalf of the MLP.

ARTICLE III
PROVISION OF SERVICES

3.1 Services.

(a) From and after the Effective Date, CST shall provide (or cause to be provided) the Services to the General Partner for the benefit of the MLP Group. CST is authorized to enter into and act on the General Partner's behalf, as agent, in connection with any agreement with third parties reasonably related to the provision of the Services. The General Partner may temporarily or permanently exclude any particular service from the scope of Services upon 90 days' written notice to CST.

(b) The Parties acknowledge that LGC has provided (or caused to be provided) services as described on Exhibit A to the Original Omnibus Agreement to the General Partner for the benefit of the MLP Group (the "***Pre-Effective Date Services***") pursuant to the terms and conditions of the Original Omnibus Agreement. LGC and CST acknowledge that LGC will continue to provide Pre-Effective Date Services to the MLP Group for a specified period of time after the Effective Date pursuant to the terms and conditions of the Transition Services Agreement.

3.2 CST Information. It is contemplated by the Parties that, during the Term, the General Partner will be required to provide certain notices, information and data necessary for CST to perform the Services and its obligations under this Agreement. CST shall be permitted to rely on any information or data provided by the General Partner to CST in connection with the performance of its duties and provision of Services under this Agreement, except to the extent that CST has actual knowledge that such information or data is inaccurate or incomplete.

ARTICLE IV
STANDARD OF CARE

4.1 Standard of Performance. Subject to the liability standard set forth in Article VI, CST shall (and shall cause its applicable subsidiaries, excluding the MLP Group, to) provide Services (a) using at least the same level of care, quality, timeliness and skill in providing the Services as it employs for itself and its Affiliates and no less than the same degree of care, quality, timeliness, and skill as the applicable Person's past practice in performing like services for itself and its Affiliates, and (b) in any event, using no less than a reasonable level of care in accordance with industry standards, in compliance with all applicable laws.

4.2 Procurement of Goods and Services. To the extent that CST is permitted to arrange for contracts with third parties for goods and services in connection with the provision of the Services, CST shall use commercially reasonable efforts (a) to obtain such goods and services at rates competitive with those otherwise generally available in the area in which services or materials are to be furnished, and (b) to obtain from such third parties such customary warranties and guarantees as may be reasonably required with respect to the goods and services so furnished.

4.3 Protection from Liens. CST shall not permit any liens, encumbrances or charges upon or against any of the Properties arising from the provision of Services or materials under this Agreement except as approved, or consented to, by the General Partner.

4.4 Commingling of Assets. To the extent CST shall have charge or possession of any of the General Partner's or the MLP Group's assets in connection with the provision of the Services, CST shall separately maintain, and not commingle, the assets of the General Partner or the MLP Group with those of CST or any other Person.

4.5 Insurance. CST shall obtain and maintain during the Term from insurers who are reliable and acceptable to the General Partner and authorized to do business in the state or states or jurisdictions in which Services are to be performed by CST, insurance coverages in the types and minimum limits as the Parties determine to be appropriate and as is consistent with standard industry practice and CST's past practices. CST agrees upon the General Partner's request from time to time or at any time to provide the General Partner with certificates of insurance evidencing such insurance coverage and, upon request of the General Partner, shall furnish copies of such policies. Except with respect to workers' compensation coverage, the policies shall name the General Partner and the Partnership as additional insureds and shall contain waivers by the insurers of any and all rights of subrogation to pursue any claims or causes of action against the General Partner and the Partnership. The policies shall provide that they will not be cancelled or reduced without giving the General Partner at least 30 days' prior written notice of such cancellation or reduction. The insurance policies and coverages shall be reviewed with the Board at least annually, beginning with the first Board meeting following the Effective Date.

4.6 Third-Party Intellectual Property. If CST uses or licenses intellectual property owned by third parties in the performance of the Services, CST shall obtain and maintain any such licenses and authorizations necessary to authorize its use of such intellectual property in connection with the Services.

ARTICLE V
MANAGEMENT FEE AND CST REIMBURSEMENT

5.1 Management Fee.

(a) The Partnership shall pay CST a management fee for providing the Services in an amount equal to (i) $670,000 per month (the "***Base Management Fee***") plus (ii) the Variable Wholesale Rate (as defined below) times each gallon of wholesale motor fuel distributed by the Partnership and its subsidiaries per month (the "***Variable Wholesale Management Fee***") plus (iii) $0.015 for each gallon of retail motor fuel sold by the Partnership and its subsidiaries through their commission agents per month (the "***Variable Retail Management Fee***," together with the Variable Wholesale Management Fee, the "***Variable Management Fee***"). The "***Variable Wholesale Rate***" shall be zero ($0.00) for the first 500 million gallons in the applicable calendar year, $0.0030 for the next 500 million gallon in such year, and $0.0020 for all gallons above 1,000 million gallons in such year. The Base Management Fee and the Variable Management Fee are collectively referred to as the "***Management Fee***." The Base Management Fee shall be due and payable, in advance, on the first Business Day of each month. The Variable Management Fee shall be paid by the Partnership to CST as soon as practicable upon receipt by the General Partner of an invoice from CST setting forth the Variable Management Fee owed by the Partnership to CST. If requested by the General Partner, CST's invoice for the Variable Management Fee shall provide reasonably detailed documentation supporting the gallons of motor fuel distributed reflected on such invoice. Notwithstanding the foregoing, the General Partner and CST, at their discretion, may waive all or any portion of the Management Fee to the extent that all or a portion of the management services provided hereunder are either purchased from another party or not required by the Partnership.

(b) At the end of each calendar year (i) the Partnership shall have the right to submit to CST a proposal to reduce the amount of the Management Fee for such year if the Partnership believes, in good faith, that the Services performed by CST for the benefit of the Partnership for such year do not justify payment of the amount of Management Fees paid by the Partnership for such year; and (ii) CST shall have the right to submit to the Partnership a proposal to increase the amount of the Management Fee for such year if CST believes, in good faith, that the Services performed by CST for the benefit of the Partnership for such year justify an increase in the Management Fee for such year. If either Party submits such a proposal, CST and the Partnership shall negotiate in good faith to determine if the Management Fee for such year should be reduced or increased, and, if so, the amount of such reduction or increase. If the Parties agree that the Management Fee for that year should be reduced, then CST shall promptly pay to the Partnership the amount of any reduction for such year and if the Parties agree that the Management Fee for such year should be increased, then the Partnership shall promptly pay to CST the amount of any increase for such year. Any adjustments with respect to periods prior to the Effective Date shall be effected in accordance with the applicable provisions of the Original Omnibus Agreement. In addition, during the course of the year, the Conflicts Committee shall review the Management Fee upon a material change in the structure of the Partnership or its business to ensure that it is fair to the Partnership and to CST. If the Conflicts Committee determines that, based on a change in the structure of the Partnership or its business, the Management Fee should be modified or otherwise altered, CST and the Partnership shall negotiate in good faith to determine the appropriate modification or alteration of the Management Fee.

5.2 CST Reimbursement.

(a) Subject to the limitations set forth in paragraph A of Exhibit A, the MLP shall reimburse CST for all reasonable out of pocket third party fees, costs, taxes and expenses incurred by CST or the General Partner on the Partnership's or its subsidiaries' behalf in connection with providing the Services required to be provided by CST hereunder, including, but not limited to:

(i) legal, accounting and other fees and expenses associated with being a public company;

(ii) expenses related to the Partnership's financings, mergers, acquisitions or dispositions of assets, and other similar transactions;

(iii) expenses related to insurance coverage for the Partnership's assets or operations;

(iv) sales, use, excise, value added or similar taxes with respect to the services provided by CST to the Partnership;

(v) costs and expenses of Environmental Activity, including, remediation costs or expenses incurred in connection with environmental liabilities and third party claims, that are based on environmental conditions that first arise at Properties following the Effective Date; and

(vi) cost or expenses incurred in connection with the Partnership's environmental compliance, including, but not limited to, storage tank compliance and registration, as well as compliance monitoring and oversight expenses.

(b) Reimbursement of the out of pocket third party fees, costs, taxes and expenses set forth in Section 5.2(a) shall be paid promptly by the Partnership to CST upon receipt by the General Partner of an invoice from CST setting forth amounts due under Section 5.2(a). If requested by the General Partner, CST's invoice therefor shall provide reasonably detailed documentation supporting such costs and expenses.

5.3 Taxes. The MLP shall be responsible for all applicable Taxes levied on items, goods or services that are sold, purchased or obtained for the provision of Services under this Agreement, including any Taxes in respect of the Services.

5.4 Disputed Reimbursements.

(a) The General Partner may, within 30 days after receipt of an invoice from CST, take written exception to any fees, costs, taxes and expenses described in Section 5.2(a) on the ground that the same was not a reasonable fee, cost, tax or expense incurred by CST in connection with the provision of Services. The General Partner shall nevertheless pay CST in full when due the invoiced amount. Such payment shall not be deemed a waiver of the right of the General Partner to recoup any contested portion of any amount so paid. However, if the amount as to which such written exception is taken, or any part thereof, is ultimately determined not to be a reasonable fee, cost, tax and expense incurred by CST in connection with the provision of Services, such amount or portion thereof (as the case may be) shall be refunded by CST to the General Partner together with interest thereon at the lesser of (i) the prime rate per annum established by the administrative agent under the revolving credit agreement of the MLP, as applicable, as in effect on the date of payment by the General Partner in respect of such contested invoice or (ii) the maximum lawful rate during the period from the date of payment by the General Partner to the date of refund by CST.

(b) If, within 20 days after receipt of any written exception pursuant to Section 5.4(a), the General Partner and CST have been unable to resolve any dispute, and if (i) such dispute relates to whether amounts were properly charged or Services actually performed and (ii) the aggregate amount in dispute exceeds $100,000, either of the General Partner or CST may submit the dispute to an independent third party auditing firm that is mutually agreeable to the MLP Group, on the one hand, and CST, on the other hand. The Parties shall cooperate with such auditing firm and shall provide such auditing firm access to such books and records as may be reasonably necessary to permit a determination by such auditing firm. The resolution by such auditing firm shall be final and binding on the Parties.

ARTICLE VI
INDEMNIFICATION; LIMITATIONS

6.1 Indemnification by LGC; Limitation of Liability.

(a) LGC hereby agrees to defend, indemnify and hold harmless each member of the MLP Group and their respective members, partners and Affiliates (other than CST) and each of their respective officers, managers, directors, employees and agents (each, an "***MLP Services Indemnified***

Party") from any and all threatened or actual Losses incurred by, imposed upon or rendered against one or more of the MLP Services Indemnified Parties, whether based on contract, or tort, or pursuant to any statute, rule or regulation, and regardless of whether the Losses are foreseeable or unforeseeable, all to the extent that such Losses arise out of the bad faith, fraud or willful misconduct (or, in the case of a criminal matter, acts or omissions taken with the knowledge that the conduct was criminal) of LGC in providing Pre-Effective Date Services pursuant to the Original Omnibus Agreement, but except to the extent arising out of the willful misconduct of any MLP Services Indemnified Party.

(b) Except for claims under Section 6.1(a) of this Agreement and claims under Section 5.2(a) of the Transition Services Agreement, in no event shall the aggregate liability of LGC with respect to any Losses that have been or may be suffered by CST or the MLP Services Indemnified Parties in connection with the Pre-Effective Date Services provided pursuant to the Original Omnibus Agreement and the Transition Services Agreement exceed $5,000,000.

6.2 Indemnification by CST; Limitation of Liability.

(a) CST hereby agrees to defend, indemnify and hold harmless each MLP Services Indemnified Party from any and all threatened or actual Losses incurred by, imposed upon or rendered against one or more of the MLP Services Indemnified Parties, whether based on contract, or tort, or pursuant to any statute, rule or regulation, and regardless of whether the Losses are foreseeable or unforeseeable, all to the extent that such Losses arise out of the bad faith, fraud or willful misconduct (or, in the case of a criminal matter, acts or omissions taken with the knowledge that the conduct was criminal) of CST in providing Services, but except to the extent arising out of the willful misconduct of any MLP Services Indemnified Party.

(b) Except for claims under Section 6.2(a), in no event shall the aggregate liability of CST with respect to any Losses that have been or may be suffered by the MLP Services Indemnified Parties in connection with the Services provided under this Agreement exceed $5,000,000.

6.3 Indemnification by the MLP.

(a) The MLP hereby agrees to defend, indemnify and hold harmless LGC and its members, partners and Affiliates and each of their respective officers, managers, directors, employees and agents (each, an "***LGC Indemnified Party***") from any and all threatened or actual Losses incurred by, imposed upon or rendered against one or more of the LGC Indemnified Parties, whether based on contract, or tort, or pursuant to any statute, rule or regulation, and regardless of whether the Liabilities are foreseeable or unforeseeable, all to the extent that such Losses (i) arise out of any acts or omissions of the LGC Indemnified Parties in connection with the provision of (or failure to provide) Pre-Effective Date Services pursuant to the Original Omnibus Agreement, (ii) arise out of any acts or omissions of the LGC Indemnified Parties in connection with the provision of (or failure to provide) Services under any Transition Services Agreement after the Effective Date of this Amended and Restated Omnibus Agreement, or (iii) are LGC Covered Environmental Losses, in each case except to the extent that LGC is responsible for such Losses pursuant to Section 6.1. Where permitted under its insurance policies, the Partnership shall cause LGC to be named as an additional insured under such policies.

(b) The MLP hereby agrees to defend, indemnify and hold harmless CST and its members, partners and Affiliates (other than the MLP Group) and each of their respective officers,

managers, directors, employees and agents (each, a "***CST Indemnified Party***" and, collectively with the MLP Services Indemnified Parties and the LGC Indemnified Parties, each an "***Indemnified Party***") from any and all threatened or actual Losses incurred by, imposed upon or rendered against one or more of the CST Indemnified Parties, whether based on contract, or tort, or pursuant to any statute, rule or regulation, and regardless of whether the Liabilities are foreseeable or unforeseeable, all to the extent that such Losses (i) arise out of any acts or omissions of the CST Indemnified Parties in connection with the provision of (or failure to provide) Services or (ii) are CST Covered Environmental Losses, in each case except to the extent that CST is responsible for such Losses pursuant to Section 6.2. Where permitted under its insurance policies, the Partnership shall cause CST to be named as an additional insured under such policies.

6.4 Negligence; Strict Liability. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, SECTION 6.2 AND SECTION 6.3, THE DEFENSE AND INDEMNITY OBLIGATIONS IN SECTION 6.1, SECTION 6.2 AND SECTION 6.3 SHALL APPLY REGARDLESS OF CAUSE OR OF ANY NEGLIGENT ACTS OR OMISSIONS (INCLUDING SOLE NEGLIGENCE, CONCURRENT NEGLIGENCE OR STRICT LIABILITY), BREACH OF DUTY (STATUTORY OR OTHERWISE), VIOLATION OF LAW OR OTHER FAULT OF ANY INDEMNIFIED PARTY, OR ANY PRE-EXISTING DEFECT; *PROVIDED*, *HOWEVER*, THAT THIS PROVISION SHALL NOT APPLY TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY OR IN ANY WAY LIMIT OR ALTER ANY QUALIFICATIONS SET FORTH IN SUCH DEFENSE AND INDEMNITY OBLIGATIONS EXPRESSLY RELATING TO INTENTIONAL MISCONDUCT OR BREACH OF THIS AGREEMENT (OR THE ORIGINAL OMNIBUS AGREEMENT). EACH PARTY AGREES THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT KNOWN AS THE "EXPRESS NEGLIGENCE RULE" TO EXPRESSLY STATE IN A CONSPICUOUS MANNER AND TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS ARTICLE VI HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF ANOTHER PARTY.

6.5 Exclusion of Damages; Disclaimers.

(a) NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY HERETO (INCLUDING UNDER ARTICLE II HEREOF) FOR EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT; *PROVIDED*, *HOWEVER*, THAT THIS SECTION 6.5(a) SHALL NOT LIMIT A PARTY'S RIGHT TO RECOVERY UNDER SECTION 6.1, SECTION 6.2 OR SECTION 6.3 FOR ANY SUCH DAMAGES TO THE EXTENT SUCH PARTY IS REQUIRED TO PAY SUCH DAMAGES TO A THIRD PARTY IN CONNECTION WITH A MATTER FOR WHICH SUCH PARTY IS OTHERWISE ENTITLED TO INDEMNIFICATION UNDER SECTION 6.1, SECTION 6.2 OR SECTION 6.3.

(b) OTHER THAN AS SET FORTH IN SECTION 4.1 OF THIS AGREEMENT OR SECTION 4.1 OF THE ORIGINAL OMNIBUS AGREEMENT, EACH OF LGC AND CST DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO SERVICES RENDERED OR PRODUCTS PROCURED FOR THE GENERAL PARTNER FOR THE BENEFIT OF THE MLP GROUP, OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF

NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER LGC OR CST KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. HOWEVER, IN THE CASE OF OUTSOURCED SERVICES PROVIDED SOLELY FOR THE GENERAL PARTNER, IF THE THIRD-PARTY PROVIDER OF SUCH SERVICES MAKES AN EXPRESS WARRANTY TO THE GENERAL PARTNER, THE GENERAL PARTNER IS ENTITLED TO CAUSE CST TO RELY ON AND TO ENFORCE SUCH WARRANTY.

6.6 Survival. The provisions of this Article VI shall survive the termination of this Agreement.

ARTICLE VII
CONFIDENTIALITY

7.1 Confidential Information.

(a) Non-disclosure. CST and LGC shall maintain the confidentiality of all Confidential Information; *provided*, *however*, that CST or LGC may disclose such Confidential Information:

(i) with respect to CST, to its Affiliates to the extent deemed by CST to be reasonably necessary or desirable to enable it to perform the Services;

(ii) in any judicial or alternative dispute resolution Proceeding to resolve disputes between CST, LGC and the MLP Group arising under this Agreement;

(iii) to the extent disclosure is legally required under applicable laws (including applicable securities and tax laws) or any agreement existing on the date hereof to which CST or LGC, respectively, is a party or by which it is bound; *provided*, *however*, that prior to making any legally required disclosures in any judicial, regulatory or dispute resolution Proceeding, CST or LGC shall, if requested by the General Partner, seek a protective order or other relief to prevent or reduce the scope of such disclosure;

(iv) with respect to CST, to CST's existing or potential lenders, investors, joint interest owners, purchasers or other parties with whom CST may enter into contractual relationships, to the extent deemed by CST to be reasonably necessary or desirable to enable it to perform the Services; *provided*, *however*, that CST shall require such third parties to agree to maintain the confidentiality of the Confidential Information so disclosed;

(v) if authorized by the General Partner; and

(vi) to the extent such Confidential Information becomes publicly available other than through a breach by CST or LGC, as applicable, of its obligation arising under this Section 7.1(a).

CST acknowledges and agrees that the Confidential Information is being furnished to CST for the sole and exclusive purpose of enabling it to perform the Services and the Confidential Information may not be used by it for any other purpose. LGC acknowledges and agrees that it has been provided Confidential Information for the sole and exclusive purpose of enabling it to perform the Pre-Effective Date Services and the Confidential Information may not be used by it for any other purpose.

(b) Business Conduct. Subject to the last sentence of Section 7.1(a), nothing in this Article VII shall prohibit the MLP, CST, LGC or any of their respective Affiliates from conducting business in any location, including in and near the areas where the MLP Assets are located.

(c) Remedies and Enforcement. Each of CST and LGC acknowledges and agrees that a breach by it of its obligations under this Article VII would cause irreparable harm to the General Partner and that monetary damages would not be adequate to compensate the General Partner. Accordingly, each of CST and LGC agrees that the General Partner shall be entitled to immediate equitable relief, including a temporary or permanent injunction, to prevent any threatened, likely or ongoing violation by CST or LGC, respectively, without the necessity of posting bond or other security. The General Partner's right to equitable relief shall be in addition to other rights and remedies available to the General Partner, for monetary damages or otherwise.

7.2 Survival. The provisions of this Article VII shall survive the termination of this Agreement.

ARTICLE VIII
TERM AND TERMINATION

8.1 Term. Except as set forth in Section 8.3, this Agreement shall remain in force and effect through the end of the Initial Term, and shall thereafter continue on a year-to-year basis, in each case unless terminated pursuant to Section 8.2.

8.2 Termination.

(a) After the end of the Initial Term, this Agreement may be terminated by either Party prior to the expiration of any applicable annual term thereafter, upon 180 days' written notice to the other Party;

(b) This Agreement may be terminated at any time by CST upon the General Partner's or the MLP's material breach of this Agreement, if (i) such breach is not remedied within 60 days (or 15 days in the event of material breach arising out of a failure to make payment hereunder) after the General Partner's receipt of written notice thereof, or such longer period as is reasonably required to cure such breach, provided that the General Partner commences to cure such breach within the applicable period and proceeds with due diligence to cure such breach, and (ii) such breach continues for an additional 15 days (or 10 days in the event of material breach arising out of a failure to make payment hereunder) after the General Partner's receipt of written notice that the breach was not cured within the applicable time period set forth in clause (i).

(c) This Agreement may be terminated at any time by the General Partner upon LGC's or CST's material breach of this Agreement, if (i) such breach is not remedied within 60 days after LGC's and CST's receipt of the General Partner's written notice thereof, or such longer period as is

reasonably required to cure such breach, provided that LGC or CST, as applicable, commences to cure such breach within such 60-day period and proceeds with due diligence to cure such breach, and (ii) such breach is continuing at the time notice of termination is delivered to LGC and CST;

(d) This Agreement may be terminated immediately by any Party upon an MLP Change of Control; or

(e) This Agreement may be terminated by the General Partner at any time upon 180 days' written notice to LGC and CST.

8.3 Survival. The provisions of Article II, Article V (with respect to unpaid amounts due hereunder), Section 5.4, Article VI, Article VII, Article IX, Article X, Article XI and Article XII shall survive any termination of this Agreement.

ARTICLE IX
AUDIT RIGHTS

9.1 LGC Audit Rights. Until the eighteen month anniversary of the Effective Date, the General Partner shall have the right, at the General Partner's expense, to (a) review and copy the books and records maintained by LGC relating to the provision of the Services pursuant to the Original Omnibus Agreement and (b) audit, examine and make copies of or extracts from the books and records of LGC to the extent necessary to verify the performance by LGC of its obligations to provide Services under the Original Omnibus Agreement (collectively, the "***LGC Audit Right***"). The General Partner may exercise the LGC Audit Right through such auditors as the General Partner may determine in its sole discretion. The General Partner shall (a) exercise the LGC Audit Right only upon reasonable written notice to LGC and during normal business hours and (b) use its reasonable efforts to conduct the Audit Right in such a manner as to minimize the inconvenience and disruption to LGC.

9.2 CST Audit Rights. At any time during the Term and for one year thereafter, the General Partner shall have the right, at the General Partner's expense, to (a) review and copy the books and records maintained by CST relating to the provision of the Services and (b) audit, examine and make copies of or extracts from the books and records of CST to the extent necessary to verify the performance by CST of its obligations under this Agreement (collectively, the "***CST Audit Right***"). The General Partner may exercise the CST Audit Right through such auditors as the General Partner may determine in its sole discretion. The General Partner shall (a) exercise the CST Audit Right only upon reasonable written notice to CST and during normal business hours and (b) use its reasonable efforts to conduct the CST Audit Right in such a manner as to minimize the inconvenience and disruption to CST.

ARTICLE X
BUSINESS OPPORTUNITIES

10.1 Right of First Refusal. Topper, LGC and LGO hereby agree, and will cause their controlled Affiliates to agree, that for a period ending on the last day that Topper is an officer or director of the Partnership or CST Brands, Inc., if (a) Topper, LGC, LGO or any of their controlled Affiliates has the opportunity to acquire assets used, or a controlling interest in any business primarily engaged, in the wholesale motor fuel distribution or retail gas station operation businesses and (b) the assets or businesses proposed to be acquired in a single transaction or series of related transactions have a value exceeding $5,000,000 in the aggregate, then Topper, LGC, LGO or their controlled Affiliates will offer

such acquisition opportunity to the Partnership and give the Partnership a reasonable opportunity to acquire, on the same terms as and at a price equal to the purchase price paid or to be paid by Topper, LGC, LGO or their controlled Affiliates plus any reasonable and customary transaction costs and expenses incurred by Topper, LGC, LGO or their controlled Affiliates, such assets or business before Topper, LGC, LGO or their controlled Affiliates acquire such assets or business or, if not possible to acquire before, promptly after the consummation of such acquisition by Topper, LGC, LGO or their controlled Affiliates. Any assets or businesses that the Partnership does not acquire pursuant to this right of first refusal may be acquired and operated by Topper, LGC, LGO or their controlled Affiliates.

10.2 Right of First Offer. Topper, LGC and LGO hereby agree, and will cause their controlled Affiliates to agree, that for a period ending on the last day that Topper is an officer or director of the Partnership or CST Brands, Inc., to notify the Partnership of their desire to sell any of its assets or businesses if (a) Topper, LGC, LGO or any of their controlled Affiliates decides to attempt to sell (other than to another controlled Affiliate of Topper, LGC or LGO) any assets used, or any interest in any business primarily engaged, in the wholesale motor fuel distribution or retail gas station operation businesses, to a third party and (b) the assets or businesses proposed to be sold in a single transaction or series of related transactions have a value exceeding $5,000,000 in the aggregate. Prior to selling such assets or businesses to a third party, Topper, LGC or LGO will negotiate with the Partnership exclusively and in good faith for a reasonable period of time, not to exceed 30 days, in order to give the Partnership an opportunity to enter into definitive documentation for the purchase and sale of such assets or businesses on terms that are mutually acceptable to Topper, LGC, LGO or their controlled Affiliates and the Partnership. If the Partnership and Topper, LGC, LGO or their controlled Affiliates have not entered into a letter of intent or a definitive purchase and sale agreement with respect to such assets or businesses within such period, Topper, LGC, LGO or their controlled Affiliates will have the right to sell such assets or businesses to a third party following the expiration of such period on any terms that are acceptable to Topper, LGC, LGO or their controlled Affiliates and such third party.

10.3 No Business Opportunities. Subject to Section 10.1 and Section 10.2, none of the Parties nor any of their Affiliates shall have any obligation to offer, or provide any opportunity to pursue, purchase or invest in, any business opportunity to any other Party or their Affiliates.

10.4 No Non-Compete. Subject to the last sentence of Section 7.1(a) and to Section 10.1 and Section 10.2, the Parties and their Affiliates shall be free to engage in any business activity whatsoever without the participation of the other, including any activity that may be in direct competition with the MLP Group, LGC, or CST, as the case may be.

ARTICLE XI
UNDERTAKING TO OBTAIN CONSENTS

If there are any consents required to assign or otherwise transfer any contract to be contributed to the Partnership or its subsidiaries under the Contribution Agreement that have not been obtained (or otherwise are not in full force and effect) as of the Effective Time (as defined under the Contribution Agreement), LGC and Topper shall continue their efforts to obtain the required consents and, following the Effective Time, LGC, Topper and the Partnership shall use their respective commercially reasonable best efforts, and cooperate with each other, to obtain the required consent relating to each such contract as quickly as practicable. Pending the obtaining of such required consents relating to any such contract, and at no additional cost to the Partnership or its subsidiaries, LGC and Topper, on the one hand, and the

Partnership, on the other hand, shall cooperate with each other in any reasonable and lawful arrangements designed to provide to the Partnership and its subsidiaries the benefits of use of each such contract for its term (or any right or benefit arising thereunder, including the enforcement for the benefit of the Partnership and its subsidiaries of any and all rights of the contributing party against a third party thereunder) and the Partnership shall, and cause it subsidiaries to, undertake the obligations under such contract. Once a required consent for the grant, contribution, bargain conveyance, assignment, transfer, set over and delivery of such a contract is obtained, each of LGC, Topper and the Partnership shall cause the prompt assignment, transfer, conveyance and delivery of such contract to the Partnership or its subsidiaries in accordance with the terms of the Contribution Agreement and each of LGC, Topper and the Partnership agree to execute, acknowledge and deliver, or cause the execution, acknowledgement and delivery of, all such additional deeds, assignments, bills of sale, conveyances, instruments, notices, releases, acquittances and other documents, and to do all such other acts and things, all in accordance with applicable law, as may be necessary or appropriate to carry out the foregoing.

ARTICLE XII
MISCELLANEOUS

12.1 Choice of Law; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware. Each of the Parties (a) irrevocably agrees that any claims, suits, actions or proceedings arising out of or relating in any way to this Agreement shall be exclusively brought in the Court of Chancery of the State of Delaware, in each case regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims; (b) irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in connection with any such claim, suit, action or proceeding; (c) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (i) it is not personally subject to the jurisdiction of the Court of Chancery of the State of Delaware or of any other court to which proceedings in the Court of Chancery of the State of Delaware may be appealed, (ii) such claim, suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of such claim, suit, action or proceeding is improper; (d) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; and (e) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; provided, nothing in clause (e) hereof shall affect or limit any right to serve process in any other manner permitted by law.

12.2 Notice. All notices, requests or consents provided for or permitted to be given pursuant to this Agreement must be in writing and must be given by depositing same in the United States mail, addressed to the Person to be notified, postpaid and registered or certified with return receipt requested or by delivering such notice in person or by telecopier or telegram to such Party. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next Business Day after receipt if not received during the recipient's normal business hours. All notices to be sent to a Party pursuant to this Agreement shall be sent to or made at the address set forth below or at such other address as such Party may stipulate to the other Parties in the manner provided in this Section 12.2.

To LGC:

645 West Hamilton Street, Suite 500
Allentown, PA 18101
Attention: Chief Executive Officer
Telephone: (610) 625-8000
Facsimile: (610) 776-6720

To CST:

c/o CST Brands, Inc.
One Valero Way, Building D, Suite 200
San Antonio, Texas 78249
Attention: General Counsel
Telephone: (210) 692-2418

To the MLP Group:

c/o Joseph V. Topper, Jr.
645 West Hamilton Street, Suite 500
Attention: Chief Executive Officer
With Copies to: Chair of the Conflicts Committee of the General Partner
Telephone: (610) 625-8000
Facsimile: (610) 776-6720

12.3 Entire Agreement. Other than the Contribution Agreement, this Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

12.4 Jointly Drafted. This Agreement, and all the provisions of this Agreement, shall be deemed drafted by all of the Parties, and shall not be construed against any Party on the basis of that Party's role in drafting this Agreement.

12.5 Effect of Waiver or Consent. No waiver or consent, express or implied, by any Party of or to any breach or default by any Person in the performance by such Person of its obligations hereunder shall be deemed or construed to be a consent or waiver of or to any other breach or default in the performance by such Person of the same or any other obligations of such Person hereunder. Failure on the part of a Party to complain of any act of any Person or to declare any Person in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder until the applicable statute of limitations period has run.

12.6 Amendment or Modification. This Agreement may be amended or modified only from time to time by the written agreement of the Parties; *provided*, *however*, that the MLP may not, without the prior approval of the Conflicts Committee, agree to any amendment or modification of this Agreement that, in the reasonable discretion of the General Partner (a) would have a material adverse effect on the holders of Common Units or (b) materially limit or impair the rights of the MLP or reduce the obligations of LGC, LGO or Topper under this Agreement. Each such instrument shall be reduced to writing and shall be designated on its face an "Amendment" to this Agreement.

12.7 Assignment; No Third-Party Beneficiaries. None of the Parties shall have the right to assign its rights or obligations under this Agreement without the prior written consent of all other Parties. Notwithstanding the foregoing, a merger of a Party shall not be deemed to be an assignment or transfer of its rights or a delegation of its obligations under this Agreement. Furthermore, the transfer of all or substantially all of the assets of a Party shall not be deemed an assignment or transfer of its rights or a delegation of its obligations under this Agreement if the assignee assumes all of the obligations under this Agreement. The provisions of this Agreement are enforceable solely by the Parties (including any permitted assignee), and no limited partner or member of the MLP or other Person shall have the right, separate and apart from the Parties hereto, to enforce any provision of this Agreement or to compel any Party to comply with the terms of this Agreement.

12.8 Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission) with the same effect as if all signatory Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

12.9 Relationship of the Parties. Nothing in this Agreement shall be construed to create a partnership or joint venture or give rise to any fiduciary or similar relationship of any kind.

12.10 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12.11 Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

12.12 Withholding or Granting of Consent. Except as expressly provided to the contrary in this Agreement, each Party may, with respect to any consent or approval that it is entitled to grant pursuant to this Agreement, grant or withhold such consent or approval in its sole and uncontrolled discretion, with or without cause, and subject to such conditions as it shall deem appropriate.

12.13 Laws and Regulations. Notwithstanding any provision of this Agreement to the contrary, no Party shall be required to take any act, or fail to take any act, under this Agreement if the effect thereof would be to cause such Party to be in violation of any applicable law, statute, rule or regulation.

12.14 No Recourse Against Officers, Directors, Managers or Employees. For the avoidance of doubt, the provisions of this Agreement shall not give rise to any right of recourse against any officer, director, manager or employee of LGC, CST, the General Partner or any of their respective Affiliates.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on, and effective as of, the Effective Date.

LEHIGH GAS PARTNERS LP, a Delaware limited partnership

By: Lehigh Gas GP LLC, its General Partner

By: /s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.
Chief Executive Officer

LEHIGH GAS GP LLC, a Delaware limited liability company

By: /s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.
Chief Executive Officer

LEHIGH GAS CORPORATION, a Delaware corporation

By: /s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.
Chief Executive Officer

CST SERVICES LLC, a Delaware limited liability company

By: /s/ Kimberly S. Lubel
Kimberly S. Lubel
President and Chief Executive Officer

FOR PURPOSES OF ARTICLE X

LEHIGH GAS-OHIO, LLC, a Delaware limited liability company

By: Lehigh Gas – Ohio Holdings, LLC, its Manager

By: /s/ Robert Brecker
Robert Brecker
Manager

FOR PURPOSES OF SECTION 2.5, ARTICLE X, AND ARTICLE XI

/s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.

EXHIBIT A

DESCRIPTION OF SERVICES

SERVICES

A. The following services will be provided by, or on behalf of, CST and will not be outsourced to an independent third party, unless (1) such service is outsourced to LGC pursuant to the terms and conditions of the Transition Services Agreement, (2) it is an out of pocket expense associated with being a public company, or (3) CST, believes, in good faith, that such services require a specialized level of expertise that CST is unable to provide without the assistance of an independent third-party. Expenses incurred for such third-party services shall be reimbursed by the MLP.

Accounting; administrative; billing and invoicing; books and record keeping; budgeting, forecasting, and financial planning and analysis; management (including the management and oversight of the MLP's wholesale motor fuel distribution and real estate business consistent with past practice); operations; payroll; contract administration; maintenance of internal controls; financial reporting, including SEC reporting and compliance; office space; purchasing and materials management; risk management and administration of insurance programs; information technology (includes hardware and software existing or acquired in future which title is retained by CST); in-house legal; compensation, benefits and human resources administration; cash management; corporate finance, treasury credit and debt administration; employee training; and miscellaneous administration and overhead expenses.

B. The following services will also be provided by, or on behalf of, CST; *provided*, *however*, such services may be outsourced to an independent third party such services. Expenses incurred for such third-party services shall be reimbursed by the MLP.

Internal audit; Sarbanes-Oxley compliance; investor relations; legal; technical accounting consulting, employee health and safety; acquisition and divestiture services including professional, consultants and advisor expenses; tax matters – K-1 preparation, tax return compliance, and tax reporting; interest rate hedging and derivatives administration; marketing; property management; environmental compliance and remediation management oversight (with any Environmental Activity, including, remediation costs or expenses incurred in connection with environmental liabilities and third party claims, that are based on environmental conditions that first arise at Properties following the date hereof and any costs or expenses incurred in connection with environmental compliance, including, but not limited to, storage tank compliance and registration, as well as compliance monitoring and oversight expenses being the responsibility of the MLP); regulatory management; real estate administration; investor relations; government and public relations; and other services as required.

C. LGC and CST acknowledge that (i) LGC will continue to provide Pre-Effective Date Services to the MLP Group for a specified period of time after the Effective Date and (ii) LGC and/or the employees of LGC who become employees of CST following the Effective Date shall be the sole providers of the Pre-Effective Date Services during the one-year period following the Effective Date to the extent that such services were provided by LGC as of the Effective Date, in each case pursuant to the terms and conditions of the Transition Services Agreement.

Exhibit 10.3

AMENDMENT TO PMPA FRANCHISE AGREEMENT

THIS AMENDMENT TO PMPA FRANCHISE AGREEMENT (this "Amendment"), is made as of the 1st day of October, 2014, with an effective date of October 1, 2014 (the "Effective Date"), by and between Lehigh Gas Wholesale LLC as the "Distributor", with an address of 645 West Hamilton Street, Suite 500, Allentown, PA 18101 and Lehigh Gas – Ohio, LLC as the "Franchise Dealer", with an address of 500 West Hamilton Street, Suite 500, Allentown, PA 18101.

BACKGROUND

A. Distributor and Franchise Dealer are parties to that certain PMPA Franchise Agreement, with an effective date of October 31, 2012 (the "Agreement").

B. Distributor and Franchise Dealer now desire to amend certain provisions of the Agreement as set forth more fully below.

C. Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Franchise Dealer and Distributor, intending to be legally bound, hereby covenant and agree as of the Effective Date as follows:

1. Exhibit "B" of the Agreement is hereby deleted in its entirety and replace by Exhibit "A" attached hereto.

2. Miscellaneous.

(a) This Amendment may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) This Amendment may be simultaneously executed in several counterparts, each of which when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

(c) This Amendment shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania**,** except to the extent preempted by federal law, without giving effect to conflicts of law doctrine of such state.

(d) If a conflict between this Amendment and the Agreement exists, the terms of this Amendment shall control.

IN WITNESS WHEREOF, Distributor and Franchise Dealer have caused this Amendment to be executed under seal as of the day and year first above written.

FRANCHISE DEALER:

LEHIGH GAS- OHIO, LLC, a Delaware limited liability company

By: LEHIGH GAS – OHIO HOLDINGS, LLC,
a Delaware limited liability company, its Manager

By: /s/ Robert Brecker
Name: Robert Brecker
Title: Manager

DISTRIBUTOR:

LEHIGH GAS WHOLESALE LLC, a Delaware limited liability company

By: /s/ David Hrinak
Name: David Hrinak
Title: Vice President

Exhibits:

Exhibit A Revised Exhibit “B” to the Agreement

EXHIBIT “A”

REVISED EXHIBIT “B” to the AGREEMENT

EXHIBIT B

PURCHASE SCHEDULE

(a) This Purchase Schedule is a part of and incorporated into the PMPA Franchise Agreement to which this Exhibit is attached.

(b) The price to be paid by Franchise Dealer to Distributor in accordance with the Agreement, for Products delivered to each Marketing Premises shall be Distributor’s established Gross Rack price (at the terminal where the product was loaded and prior to any payment discounts) plus $.015 per gallon plus freight costs and all applicable taxes for each respective grade of Branded Supplier’s Products as established by Distributor for the particular Marketing Premises and in effect at the time when the title to the Products passes from Distributor to Franchise Dealer in accordance with Section 2.5 of the Agreement.

(c) Franchise Dealer acknowledges and agrees that, subject to subparagraph (d) below, from time to time, but no less than annually, the Conflicts Committee of Lehigh Gas GP LLC (the General Partner of Lehigh Gas Partners LP, the parent of Distributor) shall review Distributor’s overall relationship with the Franchise Dealer to ensure that it is fair to the Distributor and the Franchise Dealer. In connection with any such review, the Distributor shall have the right to review and, at the Distributor’s expense, to audit, examine and make copies of the books and records maintained by the Franchise Dealer necessary to allow the Conflicts Committee to evaluate the fairness of the prices charged by the Distributor to the Franchise Dealer (the “Audit Right”). The Distributor may exercise the Audit Right through such auditors as the Distributor may determine in its sole discretion. The Distributor shall (a) exercise the Audit Right only upon reasonable written notice to the Franchise Dealer and during normal business hours and (b) use its reasonable efforts to conduct the Audit Right in such a manner as to minimize the inconvenience and disruption to the Franchise Dealer. Franchise Dealer further acknowledges and agrees that, as a result of the Conflicts Committee’s review of the relationship between the Distributor and the Franchise Dealer, the Conflicts Committee may recommend changes to the Distributor’s pricing policies and procedures under this Agreement for some or all of the Marketing Premises.

(d) The provisions of subparagraph (c) above shall automatically terminate and be of no further force and effect in the event that (i) Lehigh Gas Corporation and Joseph V. Topper, Jr. cease to possess, directly or indirectly, the power to direct or cause the direction of the management and policies of Lehigh Gas GP LLC, whether through ownership of voting securities, by contract, or otherwise, or (ii) Lehigh Gas GP LLC is removed as the general partner of Lehigh Gas Partners LP.

Exhibit 10.4

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement"), dated as of October 1, 2014, is entered into by and among CST Brands, Inc., a Delaware corporation ("CST"), and each of the persons listed on the signature page hereto (each, an "Equityholder"). Each Equityholder and CST are referred to collectively in this Agreement as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, as of the date of this Agreement, each Equityholder is, except as set forth on Annex I, the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), it being understood that "beneficially owned" and "beneficial ownership" shall have correlative meanings) of the number of shares of CST common stock, par value $0.01 per share ("CST Common Stock"), and/or common units or subordinated units ("Partnership Units") of Lehigh Gas Partners LP, a publicly traded Delaware limited partnership (the "Partnership"), set forth opposite such Equityholder's name under the headings "Shares of CST Common Stock Beneficially Owned" and "Partnership Common Units and Subordinated Units Beneficially Owned" on Annex I (all such beneficially owned shares of CST Common Stock or Partnership Units that are outstanding as of the date of this Agreement and any outstanding shares of CST Common Stock or Partnership Units that may hereafter be acquired by such Equityholder pursuant to acquisition by purchase, dividend, distribution, split, split-up, combination, merger, consolidation, reorganization, recapitalization or similar transaction, being referred to herein as the "Subject Shares"; *provided*, *however*, that "Subject Shares" shall not include shares of CST Common Stock or Partnership Units beneficially owned in the form of CST or Partnership equity awards (other than CST restricted stock), including equity awards in any affiliate of the Partnership that are substantially related to the performance by or on behalf of the Partnership, pursuant to any equity incentive plan of CST or the Partnership or any such affiliate, so long as such CST or Partnership equity awards remain unexercised);

WHEREAS, entry into this Agreement is a condition to the closing of the transactions contemplated by that certain IDR Purchase Agreement, dated as of August 6, 2014 (the "IDR Purchase Agreement"), by and among one of the Equityholders, the Reilly Trust (as defined in the IDR Purchase Agreement), CST and CST Holdings, LLC, a Delaware limited liability company and wholly owned subsidiary of CST ("IDR Buyer"), and that certain GP Purchase Agreement, dated as of August 6, 2014 (the "GP Purchase Agreement" and together with the IDR Purchase Agreement, the "Purchase Agreements"), by and among one of the Equityholders, CST and CST GP, LLC, a Delaware limited liability company and wholly owned subsidiary of CST ("GP Buyer");

WHEREAS, in connection with the closing of the transactions contemplated by the Purchase Agreements, Joseph V. Topper, Jr. has been elected to the Board of Directors of CST;

WHEREAS, the Equityholders who hold CST Common Stock are subject to certain restrictions on transfer pursuant to the IDR Purchase Agreement; and

WHEREAS, the Equityholders who hold Partnership Units are subject to and bound by the terms and conditions of the Partnership Agreement (as defined in the GP Purchase Agreement).

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CST and the Equityholders, intending to be legally bound by the terms of this Agreement, hereby agree as follows:

ARTICLE I
AGREEMENTS OF CST AND EACH EQUITYHOLDER

Section 1.1 Voting of Subject Shares. Each Equityholder irrevocably and unconditionally agrees that during the term of this Agreement such Equityholder shall, at any meeting (whether annual or special and whether or not an adjourned or postponed meeting) of the holders of shares of CST Common Stock or Partnership Units, however called (each, a "Meeting") (or in connection with any written consent of equityholders in lieu of a Meeting), vote (or cause to be voted) such Equityholder's Subject Shares in accordance with the recommendations of:

(a) with respect to the shares of CST Common Stock held by such Equityholder, the Board of Directors of CST; and

(b) with respect to the Partnership Units held by such Equityholder, the Board of Directors of the general partner of the Partnership.

Section 1.2 No Proxies for Subject Shares. Except as provided in this Agreement, during the term of this Agreement, each Equityholder shall not (nor permit any person under such Equityholder's control to), directly or indirectly, grant any proxies or powers of attorney with respect to the right to vote, rights of first offer or refusal, or enter into any voting trust or voting agreement or arrangement, with respect to any of such Equityholder's Subject Shares. Without limiting the foregoing, each Equityholder shall not take any other action that would in any way restrict, limit or interfere in any material respect with the performance of such Equityholder's obligations under this Agreement.

Section 1.3 Documentation and Information. During the term of this Agreement, each Equityholder (a) consents to and authorizes the publication and disclosure by CST of such Equityholder's identity and holdings of Subject Shares, the nature of such Equityholder's commitments, arrangements and understandings under this Agreement and any other information, in each case, that CST reasonably determines is required to be disclosed by applicable legal requirements in any press release or any other disclosure document and (b) agrees to promptly give to CST any information CST may reasonably require for the preparation of any such disclosure documents. CST (i) consents to and authorizes the publication and disclosure by any Equityholder of CST's identity, the nature of CST's and such Equityholder's commitments, arrangements and understandings under this Agreement and any other information, in each case, that such Equityholder reasonably determines is required to be disclosed by such Equityholder under applicable legal requirements in any Schedules 13D or 13G or amendments to Schedules 13D or 13G and filings under Section 16 of the Exchange Act and any other filings with or notices to governmental entities and (ii) agrees to promptly give to such Equityholder any information such Equityholder may reasonably request for the preparation of any such documents. Each Party to this Agreement agrees to promptly notify the other Parties of any required corrections with respect to any information supplied by such Party specifically for use in any such document, if and to the extent that any such information shall have become false or misleading in any material respect.

Section 1.4 Irrevocable Proxy. Each Equityholder hereby revokes (or agrees to cause to be revoked) any voting proxies that such Equityholder has heretofore granted with respect to such

Equityholder's Subject Shares. Each Equityholder hereby irrevocably appoints CST as attorney-in-fact and proxy for and on behalf of such Equityholder, for and in the name, place and stead of such Equityholder, to: (a) vote or issue instructions to the record holder to vote, such Equityholder's Subject Shares in accordance with the provisions of Section 1.1 at any and all Meetings and (b) grant or withhold, or issue instructions to the record holder to grant or withhold, in accordance with the provisions of Section 1.1, all written consents with respect to the Subject Shares in connection with any action sought to be taken by written consent without a meeting. CST agrees not to exercise the proxy granted herein for any purpose other than the purposes described in this Agreement. The foregoing proxy shall be deemed to be a proxy coupled with an interest, is irrevocable (and as such shall survive and not be affected by the death, incapacity, mental illness or insanity of such Equityholder, as applicable) until the termination of this Agreement and shall not be terminated by operation of legal requirements or upon the occurrence of any other event other than the termination of this Agreement with respect to such Equityholder pursuant to Section 4.2 (and shall be terminated and revoked upon such termination). Each Equityholder authorizes such attorney and proxy to substitute any other Person to act hereunder, to revoke any substitution and to file this proxy and any substitution or revocation with the secretary of CST. Each Equityholder hereby affirms that the proxy set forth in this Section 1.4 is given in connection with and granted in consideration of and as an inducement to CST to close the transactions contemplated by the Purchase Agreements and that such proxy is given to secure the obligations of the Equityholder under Section 1.1.

Section 1.5 CST Board Membership. The Board of Directors of CST (the "CST Board") has undertaken all actions necessary, effective upon the closing of the transactions contemplated by the Purchase Agreements, to appoint Joseph V. Topper, Jr. as a Class I director on the CST Board.

Section 1.6 Further Assurances. Subject to the terms and conditions of this Agreement, CST and each Equityholder agrees to execute and deliver, or cause to be executed and delivered, all further documents and instruments, and use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things, in each case that are necessary, proper or advisable under applicable legal requirements and regulations to perform his, her or its obligations under this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF EACH EQUITYHOLDER

Each Equityholder hereby, severally (but only in proportion to the percentage of shares of CST Common Stock or Partnership Units, as applicable, beneficially owned by such Equityholder as set forth on Annex I) and not jointly, represents and warrants to CST only as to himself, herself or itself (as the case may be) as follows:

Section 2.1 Organization. Such Equityholder, if not an individual, is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization. Such Equityholder, if an individual, is a resident of the state set forth below such Equityholder's signature on the signature page hereto.

Section 2.2 Authorization. If such Equityholder is not an individual, it has full organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder. If such Equityholder is an individual, he or she has full legal capacity, right and authority to

execute and deliver this Agreement and to perform his or her obligations hereunder. If such Equityholder is not an individual, the execution, delivery and performance by such Equityholder of this Agreement and the consummation by such Equityholder of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Equityholder.

Section 2.3 Due Execution and Delivery; Binding Agreement. This Agreement has been duly executed and delivered by such Equityholder and constitutes a valid and legally binding obligation of such Equityholder, enforceable against such Equityholder in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar legal requirements relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

Section 2.4 No Violation

(a) The execution and delivery of this Agreement by such Equityholder does not, and the performance by such Equityholder of such Equityholder's obligations hereunder will not, (i) if such Equityholder is not an individual, contravene, conflict with, or result in any violation or breach of any provision of its organizational documents, (ii) assuming compliance with Section 2.4(b), contravene, conflict with or result in a violation or breach of any provision of applicable legal requirements or order of any governmental entity with competent jurisdiction or (iii) constitute a default, or an event that, with or without notice or lapse of time or both, will become a default, under, or cause or permit the termination, cancellation or acceleration of any right or obligation under any provision of any agreement binding upon such Equityholder, except, in the case of clauses (ii) and (iii), as would not reasonably be expected to impair in any material respect the ability of such Equityholder to perform his, her or its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(b) No consent, approval, order, authorization or permit of, or registration, declaration or filing with or notification to, any governmental entity or any other Person is required by or with respect to such Equityholder in connection with the execution and delivery of this Agreement by such Equityholder or the performance by such Equityholder of his, her or its obligations hereunder, except for the filing with the SEC of any Schedules 13D or 13G or amendments to Schedules 13D or 13G and filings under Section 16 of the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby and except as would not reasonably be expected to impair in any material respect the ability of such Equityholder to perform his, her or its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

Section 2.5 Ownership of Subject Shares. As of the date of this Agreement, such Equityholder is a beneficial owner of, and such Equityholder or another Equityholder has good and valid title to, such Equityholder's Subject Shares with no restrictions on such Equityholder's rights of disposition pertaining thereto other than any restrictions under applicable securities laws or in connection with the arrangements described on Annex I. Other than as provided in this Agreement, such Equityholder has, with respect to such Equityholder's Subject Shares, either (i) the sole power, directly or indirectly, to vote and dispose of such Subject Shares or (ii) the shared power together with one or more other Equityholder, directly or indirectly, to vote and dispose of such Subject Shares, and to issue instructions pertaining to such Subject Shares with respect to the matters set forth in this Agreement, in each case with no limitations, qualifications or restrictions on such rights other than any limitations, qualifications restrictions in connection with the arrangements described on Annex I, and, as such, has

the complete and exclusive power, individually or together with one or more other Equityholder, to, directly or indirectly (a) issue (or cause the issuance of) instructions with respect to the matters set forth in Section 1.4 of this Agreement and (b) agree to all matters set forth in this Agreement. None of such Equityholder's Subject Shares are held in an account that would allow a third party to lend out such Subject Shares on any securities lending market or otherwise. Other than any shares of CST Common Stock or Partnership Units underlying CST or Partnership equity awards (other than CST restricted stock), the number of shares of CST Common Stock or Partnership Units set forth on Annex I opposite the name of such Equityholder are the only shares of CST Common Stock or Partnership Units beneficially owned by such Equityholder as of the date of this Agreement. Other than the Subject Shares and any shares of CST Common Stock or Partnership Units underlying CST or Partnership equity awards (other than CST restricted stock) (the number of which is set forth opposite the name of such Equityholder on Annex I under the heading "Shares Subject to CST Equity Awards (other than CST Restricted Stock)" and "Units Subject to Partnership Equity Awards") or as set forth on Annex I, as of the date of this Agreement such Equityholder does not own any shares of CST Common Stock or Partnership Units or any options to purchase or rights to subscribe for or otherwise acquire any securities of CST or the Partnership and has no interest in or voting rights with respect to any securities of CST or the Partnership.

Section 2.6 No Other Proxies. None of such Equityholder's Subject Shares are subject to any voting trust or other agreement or arrangement with respect to the voting of such Subject Shares, except as provided hereunder and except for any agreement or arrangement in connection with the arrangements set forth on Annex I.

Section 2.7 Absence of Litigation. With respect to such Equityholder, as of the date of this Agreement, there is no action, suit, investigation or proceeding pending against, or, to the knowledge of such Equityholder, threatened against such Equityholder or any of his, her or its properties or assets (including such Equityholder's Subject Shares) that would reasonably be expected to impair in any material respect the ability of such Equityholder to perform his, her or its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

Section 2.8 Reliance. Such Equityholder understands and acknowledges that CST has consummated the transactions contemplated by the Purchase Agreements in reliance upon such Equityholder's execution, delivery and performance of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF CST

CST hereby represents and warrants to the Equityholders that:

Section 3.1 Organization. CST is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

Section 3.2 Authorization. CST has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by CST of this Agreement and the consummation by CST of the transactions contemplated hereby have been duly authorized by all necessary action on the part of CST.

Section 3.3 Due Execution and Delivery; Binding Agreement. This Agreement has been duly executed and delivered by CST and constitutes a valid and legally binding obligation of CST, enforceable against CST in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar legal requirements relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

Section 3.4 No Violation

(a) The execution and delivery of this Agreement by CST does not, and the performance by CST of its obligations hereunder will not, (i) contravene, conflict with, or result in any violation or breach of any provision of its organizational documents, (ii) contravene, conflict with or result in a violation or breach of any provision of applicable legal requirements or order of any governmental entity with competent jurisdiction or (iii) constitute a default, or an event that, with or without notice or lapse of time or both, will become a default, under, or cause or permit the termination, cancellation or acceleration of any right or obligation under any provision of any agreement binding upon CST, except, in the case of clauses (ii) and (iii), as would not reasonably be expected to impair in any material respect the ability of CST to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(b) No consent, approval, order, authorization or permit of, or registration, declaration or filing with or notification to, any governmental entity or any other Person is required by or with respect to CST in connection with the execution and delivery of this Agreement by CST or the performance by CST of its obligations hereunder, except as would not reasonably be expected to impair in any material respect the ability of CST to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

Section 3.5 Absence of Litigation. As of the date of this Agreement, there is no action, suit, investigation or proceeding pending against, or, to the knowledge of CST, threatened against CST or any of its properties or assets that would reasonably be expected to impair in any material respect the ability of CST to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

Section 3.6 Reliance. CST understands and acknowledges that the Equityholders have consummated the transactions contemplated by the Purchase Agreements in reliance upon CST's execution, delivery and performance of this Agreement.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. All notices, requests and other communications to any Party shall be in writing (including facsimile transmission) and shall be given to CST or to such Equityholder at CST's or such Equityholder's address, facsimile number or electronic mail address set forth on a signature page hereto, or to such other address, facsimile number or electronic mail address as such Party may hereafter specify for the purpose by notice to each other Party hereto.

Section 4.2 Term. This Agreement shall remain in full force and effect with respect to any Equityholder for so long as such Equityholder is (a) a director or officer of CST or any affiliate of CST,

including the Partnership, (b) the beneficial owner of more than 3% of the outstanding CST Common Stock or (c) the beneficial owner of 10% or more of the outstanding Partnership Units. Upon termination of this Agreement with respect to any Equityholder, such Equityholder shall have no further obligations or liabilities under this Agreement; *provided*, *however*, that (x) nothing set forth in this Section 4.2 shall relieve any Equityholder for liability arising from fraud or a willful breach of this Agreement and (y) the provisions of this Article IV shall survive any such termination of this Agreement.

Section 4.3 Amendments and Waivers. No amendment, modification, replacement, rescission, termination or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by the Parties hereto. No waiver by either Party of any default, misrepresentation or breach of warranty or covenant under this Agreement or course of dealing between the Parties, whether intentional or not, will extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant under this Agreement or affect in any way any rights arising because of any prior or subsequent such occurrence. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy.

Section 4.4 Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring or required to incur such cost or expenses.

Section 4.5 Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party.

Section 4.6 Governing Law; Jurisdiction; Jury Waiver. This Agreement shall be governed by and construed in accordance with the internal and substantive Laws of the State of Delaware and without regard to any conflicts of Laws concepts that would apply the substantive Law of some other jurisdiction. To the fullest extent permitted by applicable Law, the Parties hereby irrevocably submit to the jurisdiction of the courts of the State of Delaware and of the federal courts of the United States of America located in Delaware over any dispute arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, and each Party irrevocably agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the venue of any dispute arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any dispute heard in the venue specified by this section may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 4.7 Signatures and Counterparts. Facsimile or electronic transmission of any signed original document and/or retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

Section 4.8 Entire Agreement; Third Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and their respective successors and permitted assigns any right, benefit or remedy hereunder.

Section 4.9 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any specific term or provision of this Agreement shall not affect the validity or enforceability of this Agreement or of any other term or provision of this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the Parties shall negotiate in good faith to modify this Agreement to include a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

Section 4.10 Specific Performance. The Parties hereto agree that CST and the Equityholders would be irreparably damaged in the event that any Equityholder or CST, as applicable, fails to perform any of his, her or its obligations under this Agreement. Accordingly, CST and the Equityholders shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by any Equityholder or CST, as applicable, and to specific performance of the terms and provisions of this Agreement in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 4.11 Capacity as Stockholder or Unitholder; No Agreement as a Director or Officer. Notwithstanding anything in this Agreement to the contrary (including Section 1.6), each Equityholder signs this Agreement and makes the representations, warranties, covenants and agreements and undertakes the obligations and agreements set forth herein solely in such Equityholder's capacity as a stockholder of CST and/or unitholder of the Partnership and not in such Equityholder's capacity (directly or through its officers, employees, agents or representatives) as a director, officer or employee of CST, the Partnership or any of its or their subsidiaries or in such Equitholder's capacity as a trustee or fiduciary of any employee benefit plan or trust. Notwithstanding anything in this Agreement to the contrary, nothing herein shall in any way restrict a director or officer of CST, the Partnership or of any of their subsidiaries in the exercise of his or her fiduciary duties as a director or officer of CST, the Partnership or of any of their subsidiaries or in his or her capacity as a trustee or fiduciary of any employee benefit plan or trust or prevent any director or officer of CST, the Partnership or of any of their subsidiaries or any trustee or fiduciary of any employee benefit plan or trust from taking or omitting to take, or be construed to create any obligation on the part of such person to take or omit to take, any action in his or her capacity as such director, officer, trustee or fiduciary for an employee benefit plan or trust, and no such action or omission shall constitute a breach of this Agreement or otherwise result in any liability on the part of such Equityholder.

Section 4.12 No Ownership Interest. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to such Equityholder, and CST shall have no authority to exercise any power or authority to direct such Equityholder in the voting of any of the Subject Shares, except as otherwise specifically provided herein.

Section 4.13 Interpretation. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs, including any defined terms in this Agreement, shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) references to Schedules and Exhibits refer to the Schedules and Exhibits attached to this Agreement, each of which is made a part of this Agreement for all purposes; (d) the terms "include", "includes", "including" and words of like import shall be deemed to be followed by the words "without limitation"; (e) the terms "hereof," "herein" and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement; and (f) references to money refer to legal currency of the United States of America. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, CST and the Equityholders have caused this Agreement to be duly executed and delivered as of the date first written above.

Address:
CST Brands, Inc.
One Valero Way, Building D, Suite 200
San Antonio, Texas
Attention: General Counsel

CST BRANDS, INC.

By: /s/ Kimberly S. Lubel
Kimberly S. Lubel
President and Chief Executive Officer

Address:
Joseph V. Topper, Jr.
645 West Hamilton Street, Suite 500
Allentown, Pennsylvania 18101

JOSEPH V. TOPPER, JR.

/s/ Joseph V. Topper, Jr.

Address:
2004 Irrevocable Agreement of Trust of
Joseph V. Topper, Sr.
c/o Joseph V. Topper, Jr.
645 West Hamilton Street, Suite 500
Allentown, Pennsylvania 18101

2004 IRREVOCABLE AGREEMENT OF TRUST OF JOSEPH V. TOPPER, SR.

By: /s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.
Trustee

Address:
Lehigh Gas Corporation
645 West Hamilton Street, Suite 500
Allentown, Pennsylvania 18101
Attention: Joseph V. Topper, Jr.

LEHIGH GAS CORPORATION

By: /s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.
Chief Executive Officer

Annex I

Equityholder	Shares of CST Common Stock Beneficially Owned	Partnership Common Units and Subordinated Units Beneficially Owned (3)	Shares Subject to CST Equity Awards (other than CST Restricted Stock)	Units Subject to Partnership Equity Awards (3)
Joseph V. Topper, Jr. (1)	1,737,817 (2)	Common – 562,321 Subordinated – 6,786,499	—	—
Lehigh Gas Corporation (1)	—	Subordinated – 3,703,072	—	—
2004 Irrevocable Agreement of Trust of Joseph V. Topper, Sr. (1)	1,737,817 (2)	—	—	—

(1) The shares/units shown as beneficially owned by Joseph V. Topper ("Topper") include all units owned by Lehigh Gas Corporation, the 2004 Irrevocable Agreement of Trust of Joseph V. Topper, Sr. (the "Topper Trust"), and other entities that are controlled by Topper.

(2) This number reflects the total number of shares of CST Common Stock to be issued to the Topper Trust at the closing of the transactions contemplated by the IDR Purchase Agreement. Promptly after such closing, the Topper Trust will donate 417,990 shares of CST Common Stock to Villanova University.

(3) Does not include any profits interests. No profits interests beneficially owned by Topper are convertible into Partnership Units within 60 days of October 1, 2014.

Exhibit 10.5

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is made this 1st day of October, 2014, between CST Services, LLC, a Delaware limited liability company ("Company"), a wholly owned subsidiary of CST Brands, Inc., a Delaware corporations ("CST"), and Joseph V. Topper, Jr., an individual ("Executive").

WHEREAS the Company desires to employ Executive and Executive desires to be employed by the Company, on terms set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties agree as follows:

1. **Term of Employment**. Executive's employment under this Agreement shall be for a period of one (1) year commencing on October 1, 2014 ("Commencement Date") and shall end on September 30, 2015 ("Term Date"). On the Term Date, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term") unless (a) the Parties agree to another agreement that replaces this Agreement, or (b) either party gives written notice not less than 60 days prior to the Term Date that the Agreement will not be renewed ("Notice of Non-renewal").

2. **Duties**. Executive shall during his employment hereunder serve as the President and Chief Executive Officer of Lehigh Gas GP LLC ("Partnership") reporting to the Chairman of the Board of the Partnership. As such, Executive shall devote his full business time and effort to the performance of his duties for the Partnership, in its capacity as the general partner of Lehigh Gas Partners, L.P., which he shall perform faithfully and to the best of his ability. Executive shall have all of the customary powers and duties associated with his position. Executive shall be subject to the Company's policies, procedures, and approval practices in effect from time to time for all senior executives of the Company.

3. **Compensation and Related Matters**.

(a) **Base Salary**. The Company shall pay Executive base salary at an annual rate of five hundred and twenty-five thousand ($525,000.00) dollars. Executive's base salary shall be paid in conformity with the Company's salary payment practices generally applicable to similarly situated Company executives during the term of employment hereunder, unless modified by the Compensation Committee of the Board of Directors of CST.

(b) **Short Term Incentive ("STI") Award**. Executive shall be eligible to receive a bonus following the Term Date, and if applicable the Renewal Term Date, with the STI Target equal to seventy five (75%) percent of his Base Salary. The timing of payment, the performance metrics and the achievement of performance metrics is to be determined by the Compensation Committee of the Partnership.

(c) **Long Term Incentive ("LTI") Award.** Executive shall be eligible to receive an equity award equivalent to two hundred (200%) percent of his Base Salary, the timing of annualized grants or vesting and the method of delivery to be approved by the Compensation Committee of the Partnership.

(d) **Benefits**. During his employment, Executive shall be entitled to participate in all employee benefit plans and programs, including paid vacation, to the same extent generally available to similarly situated executives of the Company, in accordance with the terms of those plans and programs. Vacation pay entitlements accrue on a monthly basis and may not be carried over from calendar year to year.

(e) **Expenses**. Executive shall be entitled to receive prompt reimbursement for all reasonable and customary travel and business expenses, consistent with Company policy for similarly situated Executives of the Company, he incurs in connection with his employment, but he must incur and account for those expenses in accordance with the policies and procedures established by the Company.

4. **Termination**.

(a) **Discharge for Cause**. The Company may terminate Executive's employment for Cause. Cause shall mean (i) the willful and continued failure by Executive substantially to perform Executive's duties under this Agreement (other than any such failure resulting from Executive's incapacity due to physical or mental illness), after a demand for substantial performance is delivered to Executive by Company that specifically identifies the manner in which Company believes that Executive has not substantially performed such Executive's duties, (ii) the willful engaging by Executive in conduct demonstrably injurious to Company and/or the Partnership, (iii) Executive's conviction of or plea of nolo contendere to a felony or other crime involving fraud, dishonesty or moral turpitude; or (iv) Executive's willful or reckless violation or disregard of Company's and/or Partnership's Code of Business Conduct and Ethics; provided that with respect to (i), such breach shall not constitute Cause if, within 10 business days after Executive is given written notice of such breach, Executive cures such breach to the fullest extent that it is curable. With respect to the above definition of "cause", no act or conduct by Executive will constitute "cause" if Executive acted: (i) in accordance with the instructions or advice of counsel representing Company or the Partnership, or (ii) as required by legal process. For purposes of this definition, no act, or failure to act, on the part of Executive shall be considered "willful" unless done, or omitted to be done, by such Executive without reasonable belief that such Executive's action or omission was in the best interests of Company or the Partnership and was lawful.

(b) **Discharge Other Than for Cause**. The Company may terminate Executive's employment at any time for any reason, and without advance notice prior to the Term Date or Renewal Term Date, if renewed, upon written notice of early termination ("Early Termination Notice"). If Executive is given an Early Termination Notice, he will only receive the balance of his remaining Base Salary through the end of the applicable term, together with any STI Award and LTI Award (which Awards will continue under the same terms and in the same manner as if Executive had not received an Early Termination Notice) provided that, within 30 days after termination of employment, he signs a general release of claims, in the form attached hereto as Exhibit A, in favor of the Company, the Partnership and each of their related companies and affiliates; provided that if Executive fails to execute a timely general release of claims, the Executive shall forfeit all rights hereunder.

(c) **Release Requirement.** Executive shall not be entitled to the payment under 4(b) of this Agreement unless the Executive's general release of claims (substantially in the form attached as Exhibit A) becomes final and irrevocable within 60 days after the date on which his employment

terminates. Any amounts payable to Executive und 4(c) of this Agreement will be paid in the manner in which they had been or are to be paid as if Executive had been employed to the end of the remaining applicable term (if prior to the Term Date, there will be no Renewal Term or entitlement to any benefits for the Renewal Term.)

5. **Section 409A Delay.** If Executive is a "specified employee" (under Internal Revenue Code Section 409A) at the time of terminating employment, then any benefit as to which Section 409A penalties could be assessed that becomes payable to Executive on account of Executive's "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h) will not be paid to Executive until after the end of the sixth calendar month beginning after Executive's separation from service (the "409A Suspension Period"). Within 14 calendar days after the end of the 409A Suspension Period, Executive shall be paid a lump sum payment in cash equal to any payments delayed because of the preceding sentence, without interest or other earnings on any of them. Thereafter, Executive shall receive any remaining benefits as if there had not been an earlier delay. Each payment under this Agreement shall be considered a separate payment for purposes of Treasury Regulation Sections 1.409A-1(b)(4) and 1.409A-2(b)(2).

(a) **Confidentiality**. During the term of Executive's employment, in exchange for his promises to use such information solely for the benefit Company and/or the Partnership, the Company will provide Executive with Confidential Information concerning, among other things, its business, operations, clients, investors, and business partners. "Confidential Information" refers to information not generally known by others in the form in which it is used by the Company and/or the Partnership, and which gives the Company and/or the Partnership a competitive advantage over other companies which do not have access to this information, including secret, confidential, or proprietary information or trade secrets of the Company and its subsidiaries and affiliates and/or the Partnership, conveyed orally or reduced to a tangible form in any medium, including information concerning the operations, future plans, customers, business models, strategies, and business methods of the Company and its subsidiaries and affiliates and/or the Partnership, as well as information about customers, clients and business partners of the Company and/or the Partnership and their respective operations and confidential information. In addition, the term "Confidential Information" includes the existence of, and the terms and conditions contained in, this Agreement. "Confidential Information" does not include information that (i) Executive knew prior to his employment with the Company or any predecessor company, (ii) subsequently came into Executive's possession other than through his work for the Company and/or the Partnership or any predecessor company and not as a result of a breach of any duty owed to the Company, or (iii) is generally known within the relevant industry.

6. **Promise Not to Disclose**. Executive promises never to use or disclose any Confidential Information before it has become generally known within the relevant industry through no fault of Executive. Notwithstanding this paragraph, Executive may disclose Confidential Information (i) during his employment for the benefit of the Company and/or the Partnership, (ii) as required to do so by court order, subpoena, or otherwise as required by law, provided that upon receiving such order, subpoena, or request and prior to disclosure, Executive shall provide written notice to the Company of such order, subpoena, or request and of the content of any testimony or information to be disclosed and shall cooperate fully with the Company to lawfully resist disclosure of the information, and (iii) to an attorney for the purpose of securing professional advice, provided that such attorney has been advised of the confidential nature of such information and has agreed in writing to keep such information confidential in accordance with the terms hereof.

7. **Promise Not to Solicit**. Executive agrees that, during his employment with the Company and for a period (the "Restricted Period") equal to the greater of (i) the balance of the Employment term and (ii) one year following termination of Executive's Employment for Cause or Executive's resignation without Good Reason: (1) as to any prior, current or prospective customer, client, consultant, broker, business partner of the Company and/or the Partnership or any other party with whom the Company and/or the Partnership had dealings or about whom Executive acquired proprietary information during his employment, Executive will not solicit, attempt to solicit, assist others to solicit, or accept any unsolicited request from the customer, client, consultant, broker or business partner to engage or invest in, own, manage, finance or participate in the ownership management, operation, financing or control of, or do business with, any person or entity other than the Company or its affiliates and/or the Partnership; and (2) Executive will not solicit, attempt to solicit, assist others to solicit, hire, or assist others to hire for employment any person who is, or within the preceding six months was, an officer, manager, employee, or consultant of the Company or its affiliates and/or the Partnership (other than his personal assistant). Executive agrees that the restrictions set forth in this paragraph do not and will not prohibit his from engaging in his livelihood and do not foreclose his working with customers, clients or business partners not identified in this Section 7. The restrictions in this Section 7 regarding the prohibition on solicitations (as opposed to hires) shall not apply to any solicitation directed at the general public and the restrictions regarding hiring shall not apply to any former employee terminated by CST or any Affiliate of CST.

8. **Promise Not to Engage in Certain Employment**. Executive agrees that, during his employment with the Company and for the duration of the Restricted Period, he will not, without the prior written consent of the Company, accept any employment; provide any services or advice; or assist or engage in any activity; or in any way be associated with, lend his name or credit to (whether as an employee, consultant, independent contractor or in any other capacity, whether paid or unpaid) with any business that, at any time during the Restricted Period, is engaged in the business that the Company and/or the Partnership was engaged in during the term of Executive's employment with the Company and/or the Partnership or whose products, services or activities compete with the Company and/or the Partnership, or their affiliates. Notwithstanding any provision of this Agreement to the contrary, Executive may continue to engage in activities related to businesses he controls as of the Commencement Date, including, without limitation, those businesses acquired by Lehigh Gas Corporation ("LGC") or an affiliate of LGC pursuant to the Carve Out Transaction (as defined in the GP Purchase Agreement, dated as of August 6, 2014, by and among LGC, CST, GP, LLC and CST).

9. **Return of Information**. When Executive's employment with the Company ends, he will promptly deliver to the Company, or, at its written instruction, destroy, all documents, data, drawings, manuals, letters, notes, reports, electronic mail, recordings, and copies thereof, of or pertaining to it or its affiliates in his possession or control.

10. **Intellectual Property**. Intellectual property (including such things as all ideas, concepts, inventions, plans, developments, software, data, configurations, materials (whether written or machine-readable), designs, drawings, illustrations, and photographs, that may be protectable, in whole or in part, under any patent, copyright, trademark, trade secret, or other intellectual property law), developed, created, conceived, made, or reduced to practice during Executive's employment with the Company (except intellectual property that has no relation to the Company or its business that Executive developed, etc., purely on his own time and at his own expense), shall be the sole and exclusive property of the Company and/or the Partnership, and Executive hereby assigns all rights, title, and interest in any such intellectual property to the Company a and/or the Partnership.

11. **Enforcement of This Section**. This section shall survive the termination of this Agreement or Executive's employment for any reason. Executive acknowledges that (a) this section's terms are reasonable and necessary to protect the Company's legitimate interests, (b) this section's restrictions will not prevent his from earning or seeking a livelihood, (c) this section's restrictions shall apply wherever permitted by law, and (d) the violation of any of this section's terms would irreparably harm the Company. Accordingly, Executive agrees that, if he violates any of the provisions of this section, the Company or any Group member shall be entitled to, in addition to other remedies available to it, an injunction to be issued by any court of competent jurisdiction restraining Executive from committing or continuing any such violation, without the need to prove the inadequacy of money damages or post any bond or for any other undertaking. In the event that any covenant in this Section 11 is held to be unenforceable or against public policy by a court of competent jurisdiction or designated arbitrator such covenant shall be considered to be divisible with respect to scope, time and geographic area, and such lesser scope, time or geographic area, or all of them, as a court of competent jurisdiction or arbitrator may determine to be reasonable, will be binding and enforceable against Executive.

12. **Amendment**. No provisions of this Agreement may be modified, waived, or discharged except by a written document signed by a duly authorized Company officer and Executive. A waiver of any conditions or provisions of this Agreement in a given instance shall not be deemed a waiver of such conditions or provisions at any other time in the future.

13. **Choice of Law**. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Texas (excluding any that mandate the use of another jurisdiction's laws).

14. **Successors**. This Agreement shall be binding upon, and shall inure to the benefit of, Executive and his estate, but Executive may not assign or pledge this Agreement or any rights arising under it, except to the extent permitted under the terms of the benefit plans in which he participates. Without Executive's consent, the Company may assign this Agreement to any affiliate or to a successor to substantially all the business and assets of the Company.

15. **Taxes**. The Company shall withhold taxes from payments it makes pursuant to this Agreement as it reasonably determines to be required by applicable law. Executive shall be solely responsible for all taxes imposed on Executive by reason of the receipt of any amount of compensation or benefits payable to Executive hereunder. The Company shall not have any obligation to pay, mitigate, or protect Executive.

16. **Certain Excise Taxes**. Notwithstanding anything to the contrary in this Agreement, If individual is determined to be a "disqualified individual" (as defined in section 280G(c) of the Code), and the payments and benefits provided for under this agreement, together with any other payments and benefits which individual has the right to receive from the Company or any of its affiliates, would constitute a "parachute payment" (as defined in section 280G(b)(2) of the Code), then the payments and benefits provided for under this agreement shall be reduced so that the present value of such total amounts and benefits received by individual from the Company and its affiliates will be one dollar ($1.00) less than three times Participant's "base amount" (as defined in section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Participant shall be subject to the excise tax imposed by section 4999 of the Code.

17. **Validity**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

18. **Counterparts**. This Agreement may be executed in one or more counterparts, including by facsimile or other electronic transmission, each of which shall be deemed to be an original but all of which together shall constitute the same instrument.

19. **Entire Agreement**. All oral or written agreements or representations express or implied, with respect to the subject matter of this Agreement are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CST SERVICES LLC

By: /s/ Henry P. Martinez
Henry P. Martinez
Senior Vice President of Human Resources

EXECUTIVE

/s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.

Exhibit A
Form of Settlement and General Release

SETTLEMENT AND GENERAL RELEASE

In order to settle as fully as possible all known and unknown claims I, Joseph V. Topper, Jr., might have against CST Services LLC, its parent, subsidiary, affiliated and related companies (collectively "CST" or "Company") and CST GP LLC and Lehigh Gas Partners LP, its subsidiary, affiliated and related companies (the "Partnership") and all related parties identified below, the Company and I agree as follows:

(a) Termination of Employment: [—] 31, [—] shall be my last day of employment with CST and the Partnership and its associated and affiliated entities (collectively, including, without limitation, Company and the Partnership, the "Company Group"), and I shall on or before such date resign from all positions that are directly or indirectly related to my employment with the Company Group, or to any of its benefit plans.

(b) Severance Benefits: I will receive the following: (1) continuation of my base salary through [—], 20[—]; and (2) payment of my anticipated bonus under Section 3(b) of my employment agreement with the Company for the year in which employment terminates. The cash payments hereunder, and my gain from stock awards, will be treated as wages and reported on IRS Form W-2 and its state and local equivalents as income to me, in accordance with the Company Group's determinations in accordance with applicable law.

(c) Release of Claims: In consideration of my receipt of the payment described above, I release (*i.e.*, give up) all known and unknown claims, promises, causes of action, or similar rights of any type that I presently have against the Company Group, all current and former parents, subsidiaries, related companies, partnerships, or joint ventures of each entity in the Company Group, and all of their past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs and other related parties (collectively, the "Released Parties"). For example, I am releasing all common law contract, tort, or other claims I may have which arise out of or are connected with my employment with, compensation or benefits (other than those to which I am entitled by law, *e.g.* 401(k) and COBRA) for services with, or my separation or termination from, the Company Group, as well as claims I might have –

(i) under the Age Discrimination in Employment Act (ADEA), including the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Equal Pay Act of 1963, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974 (ERISA), the Worker Adjustment Retraining and Notification Act (WARN), and any similar domestic or foreign laws, such as the Texas Employment Discrimination Law; or

(ii) under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any employment policies, practices or procedures of the Company or any of its affiliates; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or

(iii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters.

(d) Challenge to Validity and Communication with Government Agency: Nothing in this Agreement, including but not limited to the provisions in paragraphs (f)(viii) ad (f)(x), (a) limits or affects my right to challenge the validity of the release contained herein under the ADEA or Older Workers Benefit Protection Act; or (b) precludes me from filing an administrative charge or otherwise communicating with any federal, state, or local government office, official, or agency. I promise never to seek or accept any damages, remedies, or other relief for myself personally with respect to any claim released by paragraph (c) of this Agreement.

(e) Applicable Law: This Agreement is governed by the laws of the State of Texas, and federal law when or where applicable.

(f) Representations and Promises: The Company and I acknowledge and agree that:

(i) **Complete Agreement:** This Agreement is the entire agreement between me and the Company Group, except as specifically provided paragraph (f)(ii) below. It shall not be construed strictly for or against me, the Company Group, or any Released Party.

(ii) **Certain Obligations and Agreements Continue:** This Agreement is entered into solely to resolve fully all matters related to or arising out of my employment with and termination from the Company, and its execution, and implementation may not be used as evidence, and shall not be admissible in a subsequent proceeding of any kind, except one alleging a breach of this Agreement. Nevertheless, I agree to remain bound by any Company or Company Group agreement or policy relating to confidential information, invention, non-solicitation, noncompetition, or similar matters to which I am now subject.

(iii) **Return of Property:** I agree that as of the date hereof, I have returned to the Company Group any and all property, tangible or intangible, relating to my employment with the Company Group, which I possessed or had control over at any time (including, but not limited to, company-provided credit cards, building or office access cards, keys, computer equipment, manuals, files, documents, records, software, customer data bases and other data), that I shall not retain any copies, compilations, extracts, excerpts, summaries or other notes of any such manuals, files, documents, records, software, customer data bases or other data, and that I shall promptly take any and all actions that the Company may reasonably request in order to give full effect to this provision.

(iv) **Non-Admission/Inadmissibility:** I agree that neither this Agreement, nor the furnishing of the consideration for this Agreement, shall be deemed or construed at any time to be an admission by the Company Group, any Released Party, or yourself of any improper or unlawful conduct. This Agreement is entered into solely to resolve fully all matters related to or arising out of my employment with, compensation and benefits from, and termination from the Company, and its execution, and implementation may not be used as evidence, and shall not be admissible in a subsequent proceeding of any kind, except one alleging a breach of this Agreement.

(v) **Amendments:** This Agreement only may be amended by a written agreement that the Company and I both sign.

(vi) **Taxes:** I am responsible for my own tax obligations and will not seek to hold the Released Parties responsible for any such obligations. I agree that the Company is to report the payments in (a) above to tax authorities and to withhold taxes from the payment in (a) above as it determines it is legally required to do.

(vii) **Representations:** I have not assigned or transferred any claim that I am releasing in this Agreement. When I decided to sign this Agreement, I was not relying on any representations that are not in this Agreement. The Company would not have agreed to pay me in exchange for this Agreement but for the representations and promises I am making by signing it.

(viii) **No Disparagement or Harm:** I agree not to criticize, denigrate, or otherwise disparage the Company, the Company Group, any other Released Party, or any of their respective businesses, properties, policies, practices or standards of business conduct. However, nothing in this subsection shall prohibit me from complying with any lawful subpoena or court order or taking any other actions affirmatively authorized by law. The Company shall, upon my written request, provide a neutral recommendation confirming my past employment and service dates.

(ix) **Employment:** I promise not to seek employment with the Company, the Company Group or any Released Party unless it asks me to do so in writing.

(x) **This Agreement to be Kept Confidential:** I will never disclose the terms, amount, or existence of the settlement or this Agreement, to anyone other than a member of my immediate family or professional advisor. Such a person's violation of this confidentiality requirement shall be treated as a violation by me. This subsection does not prohibit disclosures to the extent necessary legally to enforce this Agreement or to the extent required by law.

(xi) **Effect of Void Provision:** If the Company or I successfully assert that any provision in this Agreement is void, the rest of the Agreement shall remain valid and enforceable unless the other party to this Agreement elects to cancel it. If this Agreement is cancelled, I will repay the amount I received for signing it.

(xii) **Consideration of Release*:*** I have carefully read this Agreement, I fully understand what it means, I am entering into it knowingly and voluntarily, and *all my representations in it are true.* I have consulted with a lawyer before signing this Agreement. I understand that, if I choose to do so, I may take up to 21 days to consider whether to sign this Agreement. I also understand that for seven days after I sign it, I may revoke this agreement. But to do so, I must deliver a written notice of revocation to at Paul Hastings LLP, , within seven days of signing it. If I revoke this agreement, it will not go into effect and I will not receive the special payments or benefits described in it. If, however, I do not revoke this agreement within seven days of signing it, I will remain bound by its terms.

Executed this day of ,

My Signature: _____

My Printed Name: _____

CST Services LLC

By: _____
Name: _____
Title: _____

Exhibit 99.1

CST Brands and Lehigh Gas Partners Announce the Successful Completion of the Acquisition of the General Partner of Lehigh Gas Partners LP (LGP)

- **CST Brands acquires the General Partner of Lehigh Gas Partners and all the associated Incentive Distribution Rights ("IDRs") of LGP**
- **Lehigh Gas Partners to change its name to CrossAmerica Partners LP**

San Antonio, Texas and Allentown, Pennsylvania—October 1, 2014—CST Brands, Inc. (NYSE: CST) and Lehigh Gas Partners (NYSE: LGP) today announced CST's completion of the purchase of 100% of the membership interests of Lehigh Gas GP LLC, the general partner of Lehigh Gas Partners LP (NYSE: LGP) from Lehigh Gas Corporation and all of the outstanding IDRs of LGP. The aggregate consideration was $17 million in cash and 2.044 million shares of CST common stock.

Joe Topper, the Chairman and CEO of the general partner of LGP prior to CST's acquisition, will continue to serve as President and CEO of the general partner and has joined the Board of Directors of CST Brands. Kim Lubel, the Chairman and CEO of CST Brands will assume the role of Chairman of the general partner. "This is a very exciting day for all of us, and signals the start of a new chapter of growth for both CST and the partnership," said Lubel. "I am happy to welcome Joe Topper to our leadership team and, on behalf of the CST Board of Directors, to the CST Board."

The companies also announced today that Lehigh Gas Partners LP has changed its name to CrossAmerica Partners LP effective today, October 1, 2014. Beginning on October 6th, CrossAmerica will begin trading under the symbol "CAPL" and the partnership's common units will continue to trade on the New York Stock Exchange. "I believe that the new name, CrossAmerica Partners, truly reflects our combined vision of growth of CST and CrossAmerica across the North American continent," said Topper. "Collectively, CST and CrossAmerica distribute fuel to approximately 3,000 locations in 27 states from California to Virginia, Florida to Maine, and across Eastern Canada."

In connection with the closing of the acquisition, CST's credit agreement was amended to, among other things, extend the maturity of the loans under the agreement from May 2018 to September 2019, and to permit the closing of the acquisition and contemplated transactions with CrossAmerica, including potential future drop-down asset sales to CrossAmerica, subject to certain conditions.

Also in connection with the closing of the acquisition, CrossAmerica's credit agreement was amended to permit the closing of the acquisition and to allow for the acquisition of potential drop-downs from CST, along with certain other items. In addition, the size of the partnership's credit facility was increased from $450 million to $550 million.

BofA Merrill Lynch acted as a financial advisor and Paul Hastings LLP and Baker Botts LLP acted as legal counsel to CST. Barclays acted as financial advisor and Skadden, Arps, Slate, Meagher & Flom LLP acted as legal counsel to Lehigh Gas Corporation and its affiliates. Vinson & Elkins LLP acted as legal counsel to CrossAmerica.

CST Brands

CST Brands, Inc., a Fortune 500 Company, is one of the largest independent retailers of motor fuels and convenience merchandise in North America. Based in San Antonio, Texas, CST employs nearly 12,000 Team Members at nearly 1,900 locations throughout the Southwestern United States and Eastern Canada offering a broad array of convenience merchandise, beverages, snacks and fresh food. In the U.S., CST Corner Stores proudly sell fuel and signature products such as Fresh Choices baked and packaged goods, U Force energy and sport drinks, Cibolo Mountain coffee, FC Soda and Flavors2Go fountain drinks. In Canada, CST is the exclusive provider of Ultramar fuel and its Dépanneur du Coin and Corner Stores sell signature Transit Café coffee and pastries. For more information about CST, please visit cstbrands.com.

CrossAmerica Partners (formerly Lehigh Gas Partners)

CrossAmerica Partners LP, headquartered in Allentown, PA, is a leading wholesale distributor of motor fuels and owner and lessee of real estate used in the retail distribution of motor fuels. Formed in 2012, the company distributes fuel to over 1,050 locations and owns or leases more than 625 sites in sixteen states: Pennsylvania, New Jersey, Ohio, Florida, New York, Massachusetts, Kentucky, New Hampshire, Maine, Tennessee, Maryland, Delaware, West Virginia, Virginia, Illinois and Indiana. The company is affiliated with several major oil brands, including ExxonMobil, BP, Shell, Chevron, Sunoco, Valero, Gulf and Citgo. CrossAmerica ranks as one of ExxonMobil's largest distributors by fuel volume in the United States and in the top 10 for many additional brands. For additional information, please visit www.crossamericapartners.com (formerly www.lehighgaspartners.com).

Forward-Looking Statements

This press release and any oral statements made regarding the subjects of this release may contain forward looking statements of CST Brands and CrossAmerica Partners. The words "believe," "expect," "should," "intends," "estimates," and other similar expressions identify forward-looking statements. It is important to note that actual results could differ materially from those projected in such forward-looking statements. For more information concerning factors that could cause actual results to differ from those expressed or forecasted, see CST Brand's and CrossAmerica's (formerly Lehigh Gas Partners') Form 10-Qs or Form 10-K filed with the Securities and Exchange Commission, available at www.sec.gov. Neither CST Brands or CrossAmerica Partners undertake any obligation to publicly update or revise any statements in this release, whether as a result of new information, future events or otherwise.

Source: CST Brands, Inc. and CrossAmerica Partners LP

CST Brands, Inc.
Investors:
Randy Palmer, 210-692-2160
Director – Investor Relations

or
Media:
The DeBerry Group
Melissa Ludwig or Trish DeBerry, 210-223-2772

Or

CrossAmerica Partners LP
Investors:
Karen Yeakel
Vice President, Investor Relations
610-625-8126
kyeakel@lehighgas.com