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): **October 24, 2012**

Lehigh Gas Partners LP

(Exact name of registrant as specified in its charter)

Delaware	**001-35711**	**45-4165414**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(IRS Employer Identification No.)

702 West Hamilton Street, Suite 203
Allentown, PA 18101
(Address of principal executive office) (Zip Code)

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

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:

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

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

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

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

Item 1.01 Entry into Material Definitive Agreement.

Underwriting Agreement

On October 24, 2012, Lehigh Gas Partners LP (the "Partnership") entered into an Underwriting Agreement (the "Underwriting Agreement") by and among the Partnership, Lehigh Gas GP LLC, the general partner of the Partnership (the "General Partner"), Lehigh Gas Corporation, the sole member of the General Partner ("LGC"), Joseph V. Topper, Jr. ("Topper"), Lehigh Gas Wholesale LLC ("LG LLC"), Lehigh Gas Wholesale Services, Inc. ("LGW"), LGP Realty Holdings GP LLC ("LGP Realty GP"), LGP Realty Holdings LP ("LGP Realty" and, collectively with the Partnership, the General Partner, LGW, LG LLC, LGP Realty GP and LGP Realty, the "Partnership Parties"), Lehigh Gas — Ohio, LLC ("LGO"), Lehigh Gas Ohio II, LLC ("LGO Distributee"), Kwik Pik — Ohio Holdings, LLC ("KPO"), Kimber Petroleum Corporation ("KPC"), Kwik Pik — PA, LLC ("KPP" and, collectively with LGC, Topper, LGO, Lehigh Gas — Ohio Holdings, LLC, LGO Distributee, Energy Realty GP LLC, ERNJ, LLC, KPO, KPC and Joseph V. Topper, Jr. Family Trust (the "Topper Group Parties") and Raymond James & Associates, Inc. (the "Representative"), as representative of the several underwriters named therein (the "Underwriters"), providing for the offer and sale (the "Offering") by the Partnership, and the purchase by the Underwriters, of 6,000,000 common units representing limited partner interests in the Partnership ("Common Units") at a price to the public of $20.00 per Common Unit ($18.70 per Common Unit, net of underwriting discounts, and before payment of a structuring fee). Pursuant to the Underwriting Agreement, the Partnership also has granted the Underwriters an option for a period of 30 days (the "Option") to purchase up to an additional 900,000 Common Units (the "Option Units") on the same terms. The material terms of the Offering are described in the prospectus, dated October 24, 2012 (the "Prospectus"), filed by the Partnership with the U.S. Securities and Exchange Commission (the "Commission") on October 26, 2012 pursuant to Rule 424(b)(4) under the Securities Act of 1933, as amended (the "Securities Act"). The Offering is registered with the Commission pursuant to a Registration Statement on Form S-1, as amended (File No. 333-181370), initially filed by the Partnership on May 11, 2012.

Raymond James Bank, N.A., an affiliate of the Representative, is a lender under the New Credit Facility. See "Certain Relationships" below.

The Underwriting Agreement contains customary representations, warranties and agreements of the parties, and customary conditions to closing, obligations of the parties and termination provisions. The Partnership Parties and the Topper Group Parties, other than Topper, have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments the Underwriters may be required to make because of any of those liabilities.

The Offering closed October 30, 2012 (the "Closing Date"), and the Partnership received proceeds (net of underwriting discounts, structuring fees and other offering expenses) from the Offering of approximately $111.6 million. As described in the Prospectus, the net proceeds from the Offering were

applied on the Closing Date or will be applied to (a) the repayment of approximately $57.9 million of indebtedness outstanding under the New Credit Facility (as defined below under "Second Amended and Restated Credit Agreement"), which was drawn on the Closing Date and applied on that date to the repayment in full of the indebtedness then outstanding under the Partnership's predecessor's prior credit facility; (b) the repayment in full of $14.3 million aggregate principal amount in outstanding mortgage notes; (c) the payment of $13.0 million to entities owned by adult children of Warren S. Kimber, Jr., a director of the General Partner, as consideration for the cancellation of mandatorily redeemable preferred equity of the Partnership's predecessor owned by these entities and to pay these entities for accrued but unpaid dividends on the mandatorily redeemable preferred equity ($0.5 million as of date hereof); (d) the distribution of an aggregate of $20.0 million cash to certain of the Topper Group Parties as reimbursement for certain capital expenditures made by the Topper Group Parties with respect to the assets they contributed, and/or consideration for the purchase of all of the assets of one or more of the entities contributed to the Partnership in connection with the Offering; and (e) use for general partnership purposes, including working capital and acquisitions.

The foregoing description is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is filed as Exhibit 1.1 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Omnibus Agreement

On October 30, 2012, in connection with the closing of the Offering, the Partnership entered into an Omnibus Agreement (the "Omnibus Agreement") by and among the Partnership, the General Partner, LGC, LGO and, for limited purposes, Topper.

Pursuant to the Omnibus Agreement, among other things, LGC will provide the Partnership and the General Partner with management, administrative and operating services. These services include accounting, tax, corporate record keeping and communication, legal, financial reporting, internal audit support, compliance, maintenance of internal controls, environmental compliance and remediation management oversight, treasury, tax reporting, information technology and other administrative staff functions, and arrange for administration of insurance programs. As the Partnership will not have any employees, LGC will provide the Partnership with personnel necessary to carry out the services to be provided under the Omnibus Agreement and any other services necessary to operate the Partnership's business. The Partnership does not have any obligation to compensate the officers of the General Partner or employees of LGC. The initial term of the Omnibus Agreement is four 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 term of the Omnibus Agreement. The Partnership has the right to terminate the Omnibus Agreement at any time during the initial term upon 180 days' prior written notice.

The Partnership is required to pay LGC a management fee, which is initially an amount equal to (1) $420,000 per month plus (2) $0.0025 for each gallon of motor fuel the Partnership distributes per month. In addition, and subject to certain restrictions on LGC's ability to incur third-party fees, costs, taxes and expenses, the Partnership is required to reimburse LGC and the General Partner for all reasonable out-of-pocket third-party fees, costs, taxes and expenses incurred by LGC or the General Partner on the Partnership's behalf in connection with providing the services required to be provided by LGC under the omnibus agreement.

The Omnibus Agreement also provides for certain indemnification obligations between LGC and the Partnership. The indemnification obligations pursuant to the Omnibus Agreement include the following:

- the Partnership must indemnify LGC for any liabilities incurred by LGC attributable to the management, administrative and operating services provided to the Partnership under the Omnibus Agreement, other than liabilities resulting from LGC's bad faith or willful misconduct.

- LGC must indemnify the Partnership for any liabilities it incurs as a result of LGC's bad faith or willful misconduct in providing management, administrative and operating services under the Omnibus Agreement. Other than indemnification claims based on LGC's bad faith or willful misconduct, LGC's liability to the Partnership for services provided under the Omnibus Agreement cannot exceed $5,000,000 in the aggregate;

- until the 60th day following the expiration of the applicable statute of limitations, LGC must indemnify the Partnership for any costs or expenses that the Partnership incurs for environmental liabilities and third-party claims, regardless of when a claim is made, that are based on environmental conditions in existence at the Partnership's predecessor's gas stations, truck stops and toll road plazas (collectively, "Sites") prior to the Closing Date;

- LGC is required to name the Partnership as an additional insured under its environmental insurance policies. As an additional insured under these insurance policies, the Partnership will have the right to directly seek coverage from the insurance companies for claims under these policies. To the extent LGC or its successors fail to do so, the Partnership has the right under the Omnibus Agreement to compel LGC or its successors to access, for purposes of covering the costs to satisfy its indemnification obligations under the Omnibus Agreement, escrow accounts created to cover the cost to remediate certain environmental liabilities at Sites;

- Other than with respect to liabilities resulting from LGC's bad faith or willful misconduct, the Partnership must indemnify LGC for any costs or expenses it incurs in connection with

environmental liabilities and third-party claims that are based on environmental conditions that arise at the Partnership's Sites following the Closing Date;

- until the 60th day following the expiration of the applicable statute of limitations, LGC must indemnify the Partnership for any costs or expenses that the Partnership incurs for federal, state and local income tax liabilities attributable to the ownership and operation prior to the Closing Date of the assets and subsidiaries that are being contributed to the Partnership, excluding any federal, state and local income taxes reserved for in the Partnership's financial statements at the Closing Date; and

- until the three and one-half (3½) year anniversary of the Closing Date, LGC must indemnify the Partnership for any costs or expenses that the Partnership incurs for losses resulting from defects in title to the assets contributed or sold to the Partnership in connection with the transactions contemplated by the Offering and any failure to obtain, prior to the time they were contributed to the Partnership, certain consents and permits necessary to conduct the Partnership's business.

The Omnibus Agreement also provides that Topper, LGC and LGO agreed, and will cause their controlled affiliates to agree, for so long as Topper, LGC and LGO or their controlled affiliates, individually or as part of a group, control the General Partner, that if Topper, LGC and 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, then Topper, LGC and LGO or their controlled affiliates will offer such acquisition opportunity to the Partnership and give the Partnership a reasonable opportunity to acquire, at a price equal to the purchase price paid or to be paid by Topper, LGC and LGO or their controlled affiliates plus any related transaction costs and expenses incurred by Topper, LGC and LGO or their controlled affiliates, such assets or business either before Topper, LGC and LGO or their controlled affiliates acquire such assets or business or promptly after the consummation of such acquisition by Topper, LGC and LGO or their controlled affiliates. The Partnership's decision to acquire or not acquire any such assets or businesses will require the approval of the Conflicts Committee of the Board of Directors of the General Partner (the "Conflicts Committee"). Any assets or businesses that the Partnership does not acquire pursuant to the right of first refusal may be acquired and operated by Topper, LGC and LGO or their controlled affiliates.

The Omnibus Agreement also provides that Topper, LGC and LGO agreed, and will cause their controlled affiliates to agree, for so long as Topper, LGC and LGO or their controlled affiliates, individually or as part of a group, control the General Partner, to notify the Partnership of their desire to sell any of their assets or businesses if Topper, LGC and LGO or any of their controlled affiliates decides to attempt to sell (other than to another controlled affiliate of Topper, LGC and 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. Prior to selling such assets or businesses to a third party, 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 Topper, LGC and LGO or their controlled affiliates and the Partnership. If the Partnership and Topper, LGC and 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 and 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 and LGO or their controlled affiliates and such third party. The Partnership's decision to acquire or not to acquire assets or businesses pursuant to this right will require the approval of the Conflicts Committee. This right of first offer will not apply to the sale of any assets or interests that Topper, LGC and LGO or their affiliates own at the Closing Date that are not contributed to the Partnership in connection with the Offering.

The foregoing description is qualified in its entirety by reference to the full text of the Omnibus Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Second Amended and Restated Credit Agreement

On October 30, 2012, in connection with the Offering, the Partnership entered into a Second Amended and Restated Credit Agreement among the Partnership, as borrower, KeyBank National Association, as Administrative Agent, as Collateral Agent, as L/C Issuer, as Joint Lead Arranger and as Joint Book Runner ("Agent"), RBS Citizens, N.A., as Joint Lead Arranger and Joint Book Runner, and Citizens Bank of Pennsylvania, as Syndication Agent, and the other lenders party thereto (the "New Credit Agreement").

The New Credit Agreement is a $249 million senior secured revolving credit facility, expiring October 30, 2015. The facility can be increased from time to time upon the Partnership's written request, subject to certain conditions, up to an additional $75 million. The aggregate amount of the outstanding loans and letters of credit under the New Credit Agreement cannot exceed the combined revolving commitments then in effect. Each of the Partnership's subsidiaries are guarantors of all of the obligations under the New Credit Agreement. All obligations under the New Credit Agreement are secured by substantially all of the Partnership's assets and substantially all of the assets of the Partnership's subsidiaries.

Borrowings under the credit facility will bear interest, at the Partnership's option, at (1) a rate equal to the London Interbank Offered Rate ("LIBOR"), for interest periods of one, two, three or six months, plus a margin of 2.25% to 3.50% per annum, depending on the Partnership's Combined Leverage Ratio (as defined in the New Credit Agreement) or (2) (a) a base rate equal to the greatest of, (i) the federal funds rate, plus 0.5%, (ii) LIBOR for one month interest periods, plus 1.00% per annum or (iii) the rate of interest established by Agent, from time to time, as its prime rate, plus (b) a margin of 1.25% to 2.50% per annum depending on the Partnership's Combined Leverage Ratio. In addition, the Partnership will incur a commitment fee based on the unused portion of the working capital facility at a rate of 0.375% to 0.50% per annum depending on the Partnership's Combined Leverage Ratio.

The Partnership has the right to a swingline loan under the New Credit Agreement in an amount up to $7.5 million. Swingline loans will bear interest at the applicable base rate, plus a margin of 1.25% to 2.50% depending on the Partnership's Combined Leverage Ratio.

Standby letters of credit are permissible under the New Credit Agreement up to an aggregate amount of $35.0 million. Standby letters of credit will be subject to a 0.25% fronting fee and other customary administrative charges. Standby letters of credit will accrue a fee at a rate of 2.25% to 3.50% per annum, depending on the Partnership's Combined Leverage Ratio.

The New Credit Agreement also contains two financial covenants. One requires the Partnership to maintain a Combined Leverage Ratio no greater than 4.40 to 1.00 (or 4.25 to 1.00 after December 31, 2013) measured quarterly on a trailing four quarters' basis. The second requires the Partnership to maintain a Combined Interest Charge Coverage Ratio (as defined in the New Credit Agreement) of at least 3.00 to 1.00.

The New Credit Agreement prohibits the Partnership from making distributions to unitholders if any potential default or event of default occurs or would result from the distribution, the Partnership is not in compliance with its financial covenants or the Partnership has lost status as a partnership for U.S. federal income tax purposes. In addition, the New Credit Agreement contains various covenants that may limit, among other things, the Partnership's ability to:

- grant liens;

- create, incur, assume or suffer to exist other indebtedness; or

· make any material change to the nature of the Partnership's business, including mergers, liquidations and dissolutions; and

· make certain investments, acquisitions or dispositions.

If an event of default exists under the New Credit Agreement, the lenders will be able to accelerate the maturity of the New Credit Agreement and exercise other rights and remedies. Events of default include, among others, the following:

· failure to pay any principal when due or any interest, fees or other amounts when due;

· failure of any representation or warranty to be true and correct in any material respect;

· failure to perform or otherwise comply with the covenants in the New Credit Agreement or in other loan documents without a waiver or amendment;

· any default in the performance of any obligation or condition beyond the applicable grace period relating to any other indebtedness of more than $3.0 million;

· a judgment default for monetary judgments exceeding $3.0 million;

· bankruptcy or insolvency event involving the Partnership or any of its subsidiaries;

· an Employee Retirement Income Security Act of 1974 (ERISA) violation;

· a Change of Control (as defined in the New Credit Agreement) without a waiver or amendment; and

· failure of the lenders for any reason to have a perfected first priority security interest in the security pledged by the Partnership or any of its subsidiaries or any of the security becomes unenforceable or invalid.

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

PMPA Franchise Agreement

On October 30, 2012, in connection with the closing of the Offering, LG LLC, a subsidiary of the Partnership, and LGO entered into a PMPA Franchise Agreement (the "Wholesale Supply Agreement"). LGO is not a subsidiary of the Partnership and is managed by Joseph V. Topper, Jr., the Chief Executive Officer and the Chairman of the Board of Directors of the General Partner. Pursuant to the Wholesale Supply Agreement, the Partnership will be the exclusive distributor of motor fuel to all Sites operated by LGO for a period of 15 years. LG LLC has the right to impose the brand of fuel that will be distributed to LGO under the Wholesale Supply Agreement. There are no minimum volume requirements that LGO is required to satisfy. LG LLC will charge LGO the "dealer tank wagon" prices for each grade of product in effect at the time title to the product passes to LGO. The Conflicts Committee is required to, no less than annually, review the "dealer tank wagon" prices charged to LGO to ensure that the prices are not below reasonable market rates charged to similarly situated or otherwise comparable third-party Sites over a representative period of time. The Partnership has a right of first refusal in connection with any proposed transfer by LGO of its interest in the Wholesale Supply Agreement.

The foregoing description is qualified in its entirety by reference to the full text of the Wholesale Supply Agreement, which is filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Contribution Agreement

The description of the Contribution Agreement provided below under Item 2.01 is incorporated in this Item 1.01 by reference. A copy of the Contribution Agreement is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated in this Item 1.01 by reference.

Registration Rights Agreement

In connection with the Offering, the Partnership entered into a Registration Rights Agreement (the "Registration Rights Agreement") with Topper, John B. Reilly, III ("Reilly"), LGC, KPC and KPO. Pursuant to the Registration Rights Agreement, the Partnership will be required to file a registration statement to register any Common Units and subordinated units representing limited partner interests in the Partnership ("Subordinated Units") issued pursuant to the Contribution Agreement as well as the Common Units issuable upon the conversion of Subordinated Units, upon request of the holders of such units. In addition, the Registration Rights Agreement gives the holders of such units piggyback registration rights under certain circumstances. The Registration Rights Agreement also includes provisions dealing with indemnification and contribution and allocation of expenses. These registration rights are transferable to affiliates of the other parties to the agreement and, in certain circumstances, to third parties.

The foregoing description is qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Certain Relationships

The General Partner is a direct wholly owned subsidiary of LGC. LGO is managed by Joseph V. Topper, Jr., the Chief Executive Officer and the Chairman of the Board of Directors of the General Partner. Certain officers and directors of the General Partner serve as officers and/or directors of LGC and LGO.

Certain of the Underwriters and their affiliates in the Offering are lenders under the New Credit Agreement. In addition, some of the lenders under the New Credit Agreement and their affiliates have engaged in investment banking and other commercial dealings in the ordinary course of business with certain of the Topper Group Parties.

As more fully described in the section of the Prospectus entitled "Certain Relationships and Related Transactions," which is incorporated herein by reference, LGC owns and controls the General Partner and beneficially owns an aggregate of 2,379,884 Subordinated Units. In addition, the General Partner owns a 0.0% non-economic general partner interest in the Partnership.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Contribution Agreement

On October 30, 2012, in connection with the closing of the Offering, the following transactions, among others, occurred pursuant to the Merger, Contribution, Conveyance and Assumption Agreement by and among the Partnership, the General Partner, LGC, LGP Realty, LGW, LG LLC, the Contributed Entities (as defined below), LGO, LGO Distributee, KPO, KPC, KPP, Lehigh Kimber Realty II, LLC, Energy Realty OP II LP, EROP — Ohio Holdings II, LLC, Kwik Pik Realty — Ohio Holdings II, LLC, Reilly and Topper (the "Contribution Agreement"):

- each of Lehigh Kimber Realty, LLC, Energy Realty OP LP, EROP — Ohio Holdings, LLC, and Kwik Pik Realty — Ohio Holdings, LLC (collectively, the "Contributed Entities") merged with and into LGP Realty, with LGP Realty being the surviving entity and with the separate existence of each of these entities ceasing;

- each of LGC, KPC, KPO, KPP, LGO Distributee and Topper contributed and assigned certain assets and liabilities to the Partnership and/or its subsidiaries; and

- in consideration of the Contributed Merger and the contribution and assignment of certain assets and liabilities to the Partnership, the Partnership issued and/or distributed: (i) to Topper and entities controlled by him 1,525,000 Common Units, representing 20.3% of the Common Units outstanding, and 7,315,605 Subordinated Units, representing 97.2% of the Subordinated Units outstanding, which comprise in the aggregate 58.7% of the total Common Units and Subordinated Units outstanding and (ii) to a trust of which Reilly is a trustee 209,395 Subordinated Units, representing 2.8% of the Subordinated Units outstanding, which comprises 1.4% of the total

Common Units and Subordinated Units outstanding; (iii) to the General Partner all of the incentive distribution rights of the Partnership (the "Incentive Distribution Rights"); (iv) to entities controlled by Topper $20.0 million cash; (v) to entities owned by adult children of Warren S. Kimber, Jr., a director of the General Partner, $13.0 million cash as consideration for the cancellation of mandatorily redeemable preferred equity of a Contributed Entity, plus accrued but unpaid dividends of $0.5 million; and (vi) the right to receive either the Option Units, a cash distribution of the proceeds if the Underwriters exercise the Option, or a combination thereof.

The foregoing description is qualified in its entirety by reference to the full text of the Contribution Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated in this Item 2.01 by reference.

Certain Relationships

The description of the relationships among the Partnership, the General Partner, LGC and LGO provided above under Item 1.01 is incorporated in this Item 2.01 by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The description of the New Credit Agreement provided above under Item 1.01 is incorporated in this Item 2.03 by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The description in Item 2.01 above of the issuances by the Partnership of Common Units to Topper and entities controlled by him, Subordinated Units to Topper and entities controlled by him and a trust of which Reilly is a trustee and Incentive Distribution Rights to the General Partner on October 30, 2012 in connection with the consummation of the transactions contemplated by the Contribution Agreement is incorporated herein by reference. The foregoing transactions were undertaken in reliance upon the exemption from the registration requirements of the Securities Act by Section 4(a)(2) thereof. The Partnership believes that exemptions other than the foregoing exemption may exist for these transactions.

Each Subordinated Unit issued pursuant to the Contribution Agreement will convert into one Common Unit at the end of the subordination period, which will end on the first business day after the Partnership has earned and paid at least (1) $1.75 (the minimum quarterly distribution on an annualized basis) on each outstanding Common Unit and Subordinated Unit for each of three consecutive, non-overlapping four-quarter periods ending on or after December 31, 2015 or (2) $2.625 (150.0% of the annualized minimum quarterly distribution) on each outstanding Common Unit and Subordinated Unit and the related distributions on the Incentive Distribution Rights for a four-quarter period ending on or after December 31, 2013, in each case provided there are no arrearages on the Common Units at that time.

The description of the subordination period contained in the section of the Prospectus entitled "How we Make Distributions to Our Partners — Subordination Period" is incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Changes in Fiscal Year.

First Amended and Restated Agreement of Limited Partnership of Lehigh Gas Partners LP

On October 30, 2012, in connection with the closing of the Offering, the Partnership amended and restated its Agreement of Limited Partnership (as so amended, the "Partnership Agreement"). A description of the Partnership Agreement is contained in the section of the Prospectus entitled "The Partnership Agreement" and is incorporated herein by reference.

The foregoing description and the description contained in the Prospectus are qualified in their entirety by reference to the full text of the Partnership Agreement, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated in this Item 5.03 by reference.

Item 7.01 Regulation FD Disclosure.

On October 24, 2012, the Partnership issued a press release announcing the pricing of the Offering. A copy of this press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated in this Item 7.01 by reference.

On October 30, 2012, the Partnership issued a press release announcing the closing of the Offering. A copy of this press release is furnished as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated in this Item 7.01 by reference.

In accordance with General Instruction B.2 of Form 8-K, the information set forth in this Item 7.01 and in Exhibits 99.1 and 99.2 shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, unless the Partnership specifically states that this information is to be considered "filed" under the Exchange Act or incorporates it by reference into a filing under the Exchange Act or the Securities Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

1.1 Underwriting Agreement dated October 24, 2012.

2.1 Merger, Contribution, Conveyance and Assumption Agreement dated October 30, 2012

3.1 First Amended and Restated Agreement of Limited Partnership of Lehigh Gas Partners LP dated October 30, 2012.

10.1 Second Amended and Restated Credit Agreement dated October 30, 2012.

10.2 Omnibus Agreement dated October 30, 2012.

10.3 Registration Rights Agreement dated October 30, 2012.

10.4 PMPA Franchise Agreement (Supply Agreement with Lehigh Gas — Ohio, LLC) dated October 30, 2012.

99.1 Press Release dated October 24, 2012.

99.2 Press Release dated October 30, 2012.

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.

Lehigh Gas Partners LP

By: Lehigh Gas GP LLC,
its general partner

Dated: October 30, 2012

By: /s/ Mark L. Miller
Name: Mark L. Miller
Title: Chief Financial Officer

EXHIBIT INDEX

1.1 Underwriting Agreement dated October 24, 2012.

2.1	Merger, Contribution, Conveyance and Assumption Agreement dated October 30, 2012.
3.1	First Amended and Restated Agreement of Limited Partnership of Lehigh Gas Partners LP dated October 30, 2012.
10.1	Second Amended and Restated Credit Agreement dated October 30, 2012.
10.2	Omnibus Agreement dated October 30, 2012.
10.3	Registration Rights Agreement dated October 30, 2012.
10.4	PMPA Franchise Agreement (Supply Agreement with Lehigh Gas — Ohio, LLC) dated October 30, 2012.
99.1	Press Release dated October 24, 2012.
99.2	Press Release dated October 30, 2012.

Exhibit 1.1

6,000,000 Common Units

LEHIGH GAS PARTNERS LP

UNDERWRITING AGREEMENT

October 24, 2012

Raymond James & Associates, Inc.
As Representative of the Several Underwriters
listed on Schedule I hereto
880 Carillon Parkway
St. Petersburg, Florida 33716

Ladies and Gentlemen:

Lehigh Gas Partners LP, a Delaware limited partnership (the "***Partnership***"), proposes, subject to the terms and conditions stated herein, to issue and sell to the several Underwriters (the "***Underwriters***") named in Schedule I attached to this agreement (this "***Agreement***"), an aggregate of 6,000,000 common units, representing limited partner interests in the Partnership (the "***Common Units***"). The aggregate of 6,000,000 Common Units to be purchased from the Partnership are called the "***Firm Units***." In addition, the Partnership also proposes to grant to the Underwriters, upon the terms and conditions stated herein, an option to purchase up to an additional 900,000 Common Units (the "***Additional Units***") to cover over-allotments by the Underwriters, if any. The Firm Units and the Additional Units are collectively referred to in this Agreement as the "***Units***." Raymond James & Associates, Inc. is acting as the representative of the several Underwriters and in such capacity is referred to in this Agreement as the "***Representative***."

It is understood and agreed by all parties that the Partnership was recently formed to acquire, own, operate and develop the wholesale motor fuel distribution business and the related real estate and personal property leasing businesses that were previously owned and operated, directly or indirectly, by Lehigh Gas Corporation, a Delaware corporation ("***LGC***"), other than the Spun-Off Assets, as defined below.

It is further understood and agreed to by all parties that prior to the date hereof the following transactions occurred:

A. LGC formed Lehigh Gas GP LLC, a Delaware limited liability company (the "***General Partner***"), and as of the date hereof, owns all of the membership interest in the General Partner;

B. The General Partner and LGC formed the Partnership pursuant to the Delaware Revised Uniform Limited Partnership Act (the "***Delaware LP Act***"), and as of the date hereof, the General Partner owns a non-economic general partner interest in the Partnership (the "***GP Interest***") and LGC owns all of the limited partner interests in the Partnership;

C. The Partnership formed Lehigh Gas Wholesale LLC, a Delaware limited liability company, ("***LG LLC***"), and as of the date hereof, the Partnership owns all of the membership interest in LG LLC;

D. The Partnership formed Lehigh Gas Wholesale Services, Inc., a Delaware corporation ("***LGW***"), and as of the date hereof, the Partnership owns all of the outstanding common stock of LGW;

E. LGP Realty Holdings GP LLC, a Delaware limited liability company and a "disregarded entity" for United States federal income tax purposes ("***LGP Realty GP***"), was duly formed, and as of the date hereof, the Partnership owns all of the membership interest in LGP Realty GP;

F. LGP Realty Holdings LP, a Delaware limited partnership and a "disregarded entity" for United States federal income tax purposes ("***LGP Realty***"), was formed, and as of the date hereof, the Partnership and LGP Realty GP own a 99.9% limited partner interest and a 0.1% general partner interest, respectively, in LGP Realty;

G. Lehigh Kimber Realty II, LLC, a Delaware limited liability company ("***Kimber Realty II***"), was duly formed, and as of the date hereof, Joseph V. Topper, Jr. ("***Topper***") and John B. Reilly, III ("***Reilly***") collectively own, directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of Lehigh Kimber Realty, LLC, a Delaware limited liability company ("***Kimber Realty***");

H. Energy Realty OP LP II, LLC, a Delaware limited liability company ("***Energy II***"), was duly formed, and as of the date hereof, Topper and Reilly collectively own, directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of Energy Realty OP LP, a Delaware limited liability company ("***Energy***");

I. EROP — Ohio Holdings II, LLC, a Delaware limited liability company ("***EROP II***"), was duly formed, and as of the date hereof, Topper and Reilly collectively own, directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of EROP — Ohio Holdings, LLC, a Delaware limited liability company ("***EROP***");

J. Kwik Pik Realty — Ohio II, LLC, a Delaware limited liability company ("***Kwik II***," and together with Kimber Realty II, Energy II and EROP II, the "***Spun-off Assets Distributees***"), was duly formed, and as of the date hereof, Topper and Reilly collectively own, directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of Kwik Pik Realty — Ohio Holdings, LLC, a Delaware limited liability company ("***Kwik***," and each of Kimber Realty, Energy, EROP and Kwik being sometimes referred to as a "***Contributed Entity***" and collectively, as the "***Contributed Entities***");

K. Lehigh Gas Ohio II, LLC, a Delaware limited liability company ("***LGO Distributee***") was duly formed, and as of the date hereof, Topper and Reilly collectively own,

directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of LGO;

The transactions contemplated in (A) through (K) above are referred to herein as the "***Prior Transactions***."

It is further understood and agreed to by all parties hereto that:

A. As of the date hereof, the Topper Group Parties (as defined below) have a controlling ownership interest in each of the Contributed Entities;

B. As of the date hereof the Topper Group Parties have a controlling ownership interest in Kwik Pik — Ohio Holdings, LLC, a Delaware limited liability company ("***KPO***");

C. As of the date hereof the Topper Group Parties have a controlling ownership interest in Kimber Petroleum Corporation, a New Jersey Corporation ("***KPC***");

D. As of the date hereof the Topper Group Parties have a controlling ownership interest in Kwik Pik — PA, LLC, a Delaware limited liability company ("***KPP***");

E. As of the date hereof the Topper Group Parties control Lehigh Gas — Ohio, LLC, a Delaware limited liability company ("***LGO***");

F. As of the date hereof the Topper Group Parties control Lehigh Gas — Ohio Holdings, LLC, a Delaware limited liability company ("***LGO Holdings***");

G. As of the date hereof, interests in LGO Holdings, representing, in the aggregate, ninety-five percent (95%) of the total assets and net profits of LGO Holdings are owned by persons whose interests in the total assets and net profits of LGO Holdings are not treated as being constructively owned (pursuant to the constructive ownership rules of Section 318 of the Code, as modified by Sections 856(d)(5) and 7704(d)(3)(B) of the Code) by the Partnership;

H. As of the date hereof Energy owns, directly or indirectly, the percentage equity interest in each of the Energy Subsidiaries, as set forth in Schedule II hereto (the "***Energy Property Subsidiaries***");

I. As of the date hereof EROP owns, directly or indirectly, the percentage equity interest in each of the EROP Subsidiaries, as set forth in Schedule II hereto (the "***EROP Property Subsidiaries***");

J. As of the date hereof Kimber Realty owns, directly or indirectly, 100% of the equity and voting interests in each of the Kimber Realty Subsidiaries identified in Schedule II hereto (the "***Kimber Realty Property Subsidiaries***");

K. As of the date hereof Kwik owns, directly or indirectly, 100% of the equity and voting interests in each of the Kwik Subsidiaries identified in Schedule II hereto (the "***Kwik Property Subsidiaries***");

L. As of the date hereof LGC owns, directly or indirectly, 100% of the equity and voting interests in each of the LGC Contributed Subsidiaries identified in Schedule II hereto (the "***LGC Contributed Subsidiaries***");

M. Kimber Holdings, LLC, a Delaware limited liability company ("***Kimber Holdings***"), and Kimber Holdings II, LLC, a Delaware limited liability company ("Kimber Holdings II," and, together with Kimber Holdings, the "***Kimber Group***") own, collectively, 100% of the preferred equity interest in Kimber Realty (the "***Kimber Group Preferred Interest***");

It is further understood and agreed to by all parties hereto that the following additional transactions will occur on or before the Closing Date (as defined below):

A. The Partnership Parties, the Contributed Entities, the Topper Group Parties, the Spun-Off Assets Distributees and Reilly will enter into a Merger, Contribution, Conveyance and Assumption Agreement in substantially the form filed as an exhibit to the Registration statement (the "***Contribution Agreement***" and, together with the related bills of sales, conveyances, assignment and sub-assignment agreements, the merger plan agreements contemplated therein, and any similar agreements and documents that have or will be entered into in connection with the Transactions (as defined below), the "***Contribution Documents***"), pursuant to which, among other things:

i) Certain assets, operations and liabilities described in the Registration Statement, the Time of Sale Information and the Prospectus to be owned, directly or indirectly through one or more subsidiaries, by the Partnership immediately following the offering (the "***Contributed Assets***") will be conveyed to the Partnership or its subsidiaries, by contribution, merger, assignment or otherwise;

ii) Certain assets, operations and liabilities owned, directly or indirectly, by the Contributed Entities that will not be conveyed to the Partnership or its subsidiaries will be spun-off (the "***Spun-Off Assets***") to the Spun-Off Assets Distributees;

iii) The Partnership will issue to Topper and certain of his affiliates and controlled entities (the "***Topper Group***") and Reilly and certain of his affiliates and controlled entities (the "***Reilly Group***") an aggregate of 1,525,000 Common Units and 7,525,000 Subordinated Units in the aggregate (together the "***Sponsor Units***");

iv) The Partnership will pay a distribution to the Topper Group Parties, the Reilly Group and the Kimber Group of approximately $33.0 million in cash in the aggregate;

v) The Partnership will issue to the General Partner the incentive distribution rights, as such term is defined in the Partnership Agreement (the "***Incentive Distribution Rights***"); and

vi) LGO and the Partnership or one or more of its subsidiaries will enter into: (i) a lease agreement, whereby LGO will lease either real property or both real property and personal property from the Partnership or its subsidiaries (the "***LGO MLP Lease Agreement***"); (ii) a lease agreement whereby LGO will lease certain personal

property from LGW (the "***LGO Wholesale Services Inc. Lease Agreement***"); and a supply agreement whereby LGO will purchase wholesale motor fuel from LG LLC (the "***LGO Wholesale Supply Agreement***").

B. The Partnership will pay Raymond James & Associates, Inc. a structuring fee equal to 0.5% of the gross proceeds from the sale of the Firm Units (the "***Structuring Fee***"). The Partnership will pay to Raymond James & Associates, Inc. an additional structuring fee equal to 0.5% of the gross proceeds, if any, from the sale of the Additional Units, (the "***Option Structuring Fee***");

C. The Partnership will amend and restate its agreement of limited partnership (as so amended and restated, the "***Partnership Agreement***");

D. The Partnership will enter into the Omnibus Agreement, dated as of the Closing Date, by and among the Partnership, the General Partner, LGC, LGO and Topper (the "***Omnibus Agreement***"); and

E. The Partnership will enter into a new credit agreement providing the Partnership with a senior secured revolving credit facility providing for borrowings of at least $200 million (the "***New Credit Agreement***").

The Partnership, the General Partner, LGW, LG LLC, LGP Realty and LGP Realty GP are sometimes collectively referred to herein as the "***Partnership Parties***." The Energy Property Subsidiaries, the EROP Property Subsidiaries, the Kimber Realty Property Subsidiaries and the Kwik Property Subsidiaries are sometimes collectively referred to herein as the "***Real Estate Subsidiaries***." LGW, LG LLC, LGP Realty GP, LGP Realty, the Real Estate Subsidiaries and the LGC Contributed Subsidiaries are sometimes collectively referred to herein as the "***Subsidiaries***." The Partnership Parties, the Subsidiaries and the Contributed Entities are sometimes referred to herein as the "***Partnership Entities***."

Topper, LGC, LGO, LGO Holdings, LGO Distributee, KPC, KPO, KPP and the affiliates and controlled entities of Topper listed on Schedule II hereto are collectively referred to herein as the "***Topper Group Parties***." Reilly and certain of his affiliates and controlled entities are collectively referred to herein as the "***Reilly Group.***"

Together with the Prior Transactions, the transactions contemplated in subsections A. through E. above are referred to herein as the "***Transactions***." The "***Transaction Documents***" shall mean the Contribution Documents, the New Credit Agreement, the Omnibus Agreement, the LGO MLP Lease Agreement, the LGO Wholesale Services Inc. Lease Agreement and the LGO Wholesale Supply Agreement. The "***Organizational Agreements***" shall mean the limited liability company agreements or limited partnership agreements of the Subsidiaries, as applicable. The "***Operative Agreements***" shall mean the Partnership Agreement and the General Partner Agreement. The "***Organizational Documents"*** shall mean the Operative Agreements or the Organizational Agreements, as applicable, of any Partnership Entity, and the certificates of limited partnership, formation or incorporation, bylaws and other organizational documents, as applicable, of any Partnership Entities.

This is to confirm the agreement among the Partnership Parties, the Topper Group Parties and the several Underwriters, on whose behalf the Representative is acting, concerning the several purchases of the Units from the Partnership by the Underwriters.

1. Registration Statement and Prospectus. The Registration Statement (as defined herein) (a) has been prepared by the Partnership in conformity with the requirements of the Securities Act of 1933, as amended (the "***Act***"), and the rules and regulations (the "***Rules and Regulations***") of the Securities and Exchange Commission (the "***Commission***") thereunder; (b) has been filed with the Commission under the Act; and (c) has been declared effective under the Act. Copies of the Registration Statement and any amendment thereto have been delivered by the Partnership to the Underwriters. As used in this Agreement:

(i) "***Time of Sale***" means 7:00 p.m., New York City time, on October 24, 2012;

(ii) "***Effective Date***" means the date and time as of which the Registration Statement, or any post-effective amendment or amendments thereto, was or is declared effective by the Commission;

(iii) "***Issuer Free Writing Prospectus***" means each "free writing prospectus" (as defined in Rule 405 of the Rules and Regulations) or "issuer free writing prospectus" (as defined in Rule 433 of the Rules and Regulations) prepared by or on behalf of the Partnership or used or referred to by the Partnership in connection with the offering of the Units;

(iv) "***Preliminary Prospectus***" means any preliminary prospectus relating to the Units included in the Registration Statement or filed with the Commission pursuant to Rule 424(a) of the Rules and Regulations;

(v) "***Time of Sale Information***" means, as of the Time of Sale, the most recent Preliminary Prospectus, together with the information set forth on Schedule III hereto and each Issuer Free Writing Prospectus filed with the Commission or used by the Partnership on or before the Time of Sale, other than a road show that is an Issuer Free Writing Prospectus but is not required to be filed under Rule 433 of the Rules and Regulations;

(vi) "***Prospectus***" means the final prospectus relating to the Units, as filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations; and

(vii) "***Registration Statement***" means the registration statement on Form S-1 (File No. 333-181370), as amended as of the Effective Date, including any Preliminary Prospectus or the Prospectus and all exhibits to such registration statement. Any reference herein to the term "Registration Statement" shall be deemed to include any abbreviated registration statement to register additional Common Units under Rule 462(b) of the Rules and Regulations.

Any reference to the "***most recent Preliminary Prospectus***" shall be deemed to refer to the latest Preliminary Prospectus included in the Registration Statement or filed pursuant to Rule 424(a) of the Rules and Regulations prior to or on the date hereof.

2. Agreements to Sell and Purchase.

(a) The Partnership hereby agrees to issue and sell the Firm Units to the Underwriters and, upon the basis of the representations, warranties and agreements of the Partnership Parties and the Topper Group Parties herein contained and subject to all the terms and conditions set forth herein, each Underwriter agrees, severally and not jointly, to purchase from the Partnership at a purchase price of $18.60 per Common Unit (the "***purchase price per Unit***"), the number of Firm Units set forth opposite the name of such Underwriter in Schedule I hereto.

(b) The Partnership hereby also agrees to sell to the Underwriters, and, upon the basis of the representations, warranties and agreements of the Partnership Parties and the Topper Group Parties herein contained and subject to all the terms and conditions set forth herein, the Underwriters shall have the right for 30 days from the date of the Prospectus, to purchase from the Partnership up to 900,000 Additional Units at the purchase price per Unit for the Firm Units. The Additional Units may be purchased solely for the purpose of covering over-allotments, if any, made in connection with the offering of the Firm Units. If any Additional Units are to be purchased, each Underwriter, severally and not jointly, agrees to purchase the number of Additional Units (subject to such adjustments as the Representative may determine to avoid fractional units) that bears the same proportion to the total number of Additional Units to be purchased by the Underwriters as the number of Firm Units set forth opposite the name of such Underwriter in Schedule I hereto bears to the total number of Firm Units. The option to purchase Additional Units may be exercised in whole or in part at any time or from time to time within 30 days after the date of the Prospectus.

(c) It is further understood that approximately 10% of the Firm Units (the "***Directed Units***") will initially be reserved by the several Underwriters for offer and sale upon the terms and conditions to be set forth in the most recent Preliminary Prospectus and in accordance with the rules and regulations of the Financial Industry Regulatory Authority ("***FINRA***") to certain directors, executive officers or employees of the General Partner and certain other persons associated with LGC (each such person a "***Directed Unit Participant***") who have heretofore delivered to Raymond James & Associates, Inc. offers to purchase Firm Units in form satisfactory to Raymond James & Associates, Inc. (such program, the "***Directed Unit Program***") and that any allocation of such Firm Units among such persons will be made in accordance with timely directions received by Raymond James & Associates, Inc. from the Partnership; provided that under no circumstances will Raymond James & Associates, Inc. or any Underwriter be liable to the Partnership or General Partner or to any such person for any action taken or omitted in good faith in connection with such Directed Unit Program. It is further understood that any Directed Units not affirmatively reconfirmed for purchase by any participant in the Directed Unit Program by 9:00 a.m., Eastern time, on the first business day following the date hereof or otherwise are not purchased by such persons will be offered by the Underwriters to the public upon the terms and conditions set forth in the Prospectus.

(d) The Partnership agrees to pay all fees and disbursements incurred by the Underwriters (including, but not limited to, reasonable fees and expenses of legal counsel to the Underwriters) in connection with the Directed Unit Program and any stamp duties or other taxes incurred by the Underwriters in connection with the Directed Unit Program.

3. Terms of Public Offering. The Partnership Parties and the Topper Group Parties have been advised that the Underwriters propose to make a public offering of their respective portions of the Units as soon after the Registration Statement and this Agreement have become effective as in their judgment is advisable and initially to offer the Units upon the terms and conditions set forth in the Prospectus.

4. Delivery of the Units and Payment Therefor.

(a) Delivery to the Underwriters of the Firm Units and payment therefor shall be made at the offices of Duane Morris LLP, 30 South 17th Street, Philadelphia, PA, at 10:00 a.m., New York City time, on October 30, 2012, or such other place, time and date (the "***Closing Date***") as shall be determined by agreement between the Representative and the Partnership.

(b) Delivery to the Underwriters of and payment for any Additional Units to be purchased by the Underwriters shall be made at the offices of Duane Morris LLP, 30 South 17th Street, Philadelphia, PA, at 10:00 a.m., New York City time, on such date or dates (each an "***Additional Closing Date***") (which may be the same as the Closing Date, but shall in no event be earlier than the Closing Date nor earlier than three nor later than ten business days after the giving of the notice from the Representative hereinafter referred to) as shall be specified in a written notice, from the Representative on behalf of the Underwriters to the Partnership Parties, of the Underwriters' determination to purchase a number, specified in such notice, of Additional Units. Such notice may be given at any time within 30 days after the date of the Prospectus and must set forth (i) the aggregate number of Additional Units as to which the Underwriters are exercising the option and (ii) the names and denominations in which the certificates for which the Additional Units are to be registered. The place of closing for the Additional Units and any Additional Closing Date may be varied by written agreement between the Representative and the Partnership.

(c) Delivery of the Firm Units and of any Additional Units to be purchased hereunder shall be made through the facilities of The Depository Trust Company against payment by the Representative to the Partnership of the purchase price therefor by wire transfer of immediately available

funds to an account or accounts specified in writing, not later than the close of business on the business day next preceding the Closing Date or an Additional Closing Date, as the case may be, by the Partnership Parties.

(d) It is understood that the Representative has been authorized, for its own account and the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price per Unit for the Firm Units and the Additional Units, if any, that the Underwriters have agreed to purchase. Raymond James and Associates, Inc., individually and not as Representative of the Underwriters, may, but shall not be obligated to, make payment for any Units to be purchased by any Underwriter whose funds shall not have been received by the Representative by the Closing Date or an Additional Closing Date, as the

case may be, for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

5. Covenants and Agreements of the Partnership Parties and the Topper Group Parties.

The Partnership Parties and the Topper Group Parties jointly and severally, covenant and agree with each of the several Underwriters as follows:

(a) *Preparation of Prospectus and Registration Statement.* The Partnership Parties will use their best efforts to prepare the Prospectus and cause such Prospectus to be filed pursuant to Rule 424(b) of the Rules and Regulations not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement. The Partnership Parties will advise the Representative promptly and, if requested by the Representative, will confirm such advice in writing: (i) of any request by the Commission for amendments or supplements to the Registration Statement, any Preliminary Prospectus or the Prospectus or for additional information; (ii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of the suspension of qualification of the Units for offering or sale in any jurisdiction or the initiation of any proceeding for such purposes; and (iii) within the period of time referred to in Section 5(g) below, of any change in the condition (financial or other), business, prospects, properties, net worth or results of operations of the Partnership Parties, taken as a whole, or of the happening of any event that comes to the attention of the Partnership Parties, that makes any statement of a material fact made in the Registration Statement, the Time of Sale Information or the Prospectus (as then amended or supplemented) untrue in any material respect or that requires the making of any additions thereto or changes therein in order to make the statements therein (in the case of the Preliminary Prospectus or the Prospectus, in light of the circumstances under which they were made) not misleading in any material respect, or of the necessity to amend or supplement the Prospectus (as then amended or supplemented) to comply with the Act or any other applicable law. If at any time the Commission shall issue any stop order suspending the effectiveness of the Registration Statement, the Partnership Parties will use their best efforts to obtain the withdrawal or lifting of such order at the earliest possible time. The Partnership will provide the Underwriters with copies of the form of Prospectus, in such number as the Underwriters may reasonably request, and file with the Commission such Prospectus in accordance with Rule 424(b) of the Rules and Regulations before the close of business on the second business day immediately following the date of the execution and delivery of this Agreement.

(b) *Copies of Registration Statement.* The Partnership will furnish to the Underwriters, without charge, such number of conformed copies of the Registration Statement as originally filed with the Commission and of each amendment thereto and corresponding to the version filed in the Commission's electronic data gathering, analysis and retrieval system ("***EDGAR***") version, including financial statements and all exhibits to the Registration Statement as the Underwriters or the Underwriters' counsel may reasonably request.

(c) *Post-Effective Amendments.* The Partnership will promptly file with the Commission any amendment or supplement to the Registration Statement or the Prospectus that

may, in the judgment of the Partnership Parties or the Representative, be required by the Act or requested by the Commission.

(d) *Filing of Amendment or Supplement.* The Partnership will not file any amendment or supplement to the Registration Statement or to the Prospectus or any Issuer Free Writing Prospectus of which the Underwriters have not previously been advised or to which the Underwriters have reasonably objected in writing after being so advised, unless the Partnership has determined based on the advice of counsel that such amendment, supplement or other filing is required by law.

(e) *Issuer Free Writing Prospectus.* The Partnership Parties and the Topper Group Parties will not make any offer relating to the Common Units that would constitute an Issuer Free Writing Prospectus without the prior consent of the Representative. The Partnership will retain in accordance with the Act all Issuer Free Writing Prospectuses not required to be filed pursuant to the Act; and if at any time after the date hereof any events shall have occurred as a result of which any Issuer Free Writing Prospectus, as then amended or supplemented, would conflict with the information in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or, if for any other reason it shall be necessary to amend or supplement any Issuer Free Writing Prospectus, to notify the Representative and, upon the Representative's request, to file such document (if required to be filed pursuant to the Act) and to prepare and furnish without charge to each Underwriter as many copies as they may from time to time reasonably request of an amended or supplemented Issuer Free Writing Prospectus that will correct such conflict, untrue statement or omission or effect such compliance.

(f) *Copies of Preliminary Prospectus to Underwriters.* Prior to the execution and delivery of this Agreement, the Partnership has delivered or will deliver to the Underwriters, without charge, in such quantities as the Underwriters have reasonably requested or may hereafter reasonably request, copies of each form of the Preliminary Prospectus. Consistent with the provisions of Section 5(g) hereof, the Partnership consents to the use, in accordance with the provisions of the Act and with the securities or "Blue Sky" laws of the jurisdictions in which the Units are offered by the several Underwriters and by dealers, prior to the date of the Prospectus, of each Preliminary Prospectus so furnished by the Partnership, in each case, for so long as such Preliminary Prospectus has not been superseded by a more recently dated Preliminary Prospectus.

(g) *Copies of Prospectus to Underwriters.* As soon after the Time of Sale as is practicable and thereafter from time to time for such period as in the reasonable opinion of counsel for the Underwriters a prospectus is required by the Act to be delivered in connection with sales by any

Underwriter or a dealer, the Partnership will deliver to each Underwriter and each dealer, without charge, as many copies of the Prospectus (and of any amendment or supplement thereto) as they may reasonably request. The Partnership consents to the use of the Prospectus (and of any amendment or supplement thereto) in accordance with the provisions of the Act and the securities or Blue Sky laws of the jurisdictions in which the Units are offered by the several Underwriters and by all dealers to whom Units may be sold, both in connection with

the offering and sale of the Units and for such period of time thereafter as the Prospectus is required by the Act to be delivered in connection with sales by any Underwriter or dealer. If at any time prior to the later of (i) the completion of the distribution of the Units pursuant to the offering contemplated by the Registration Statement or (ii) the expiration of prospectus delivery requirements with respect to the Units under Section 4(3) of the Act and Rule 174 of the Rules and Regulations, any event shall occur that in the judgment of the Partnership or in the reasonable opinion of counsel for the Underwriters and the Partnership is required to be set forth in the Prospectus (as then amended or supplemented) or should be set forth therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to supplement or amend the Prospectus to comply with the Act or any other applicable law, the Partnership will prepare and, subject to Section 5(e) hereof, file with the Commission, an appropriate supplement or amendment thereto, and will furnish to each Underwriter who has previously requested Prospectuses, without charge, a reasonable number of copies thereof.

(h) *Blue Sky Laws.* The Partnership Parties will cooperate with the Underwriters and counsel for the Underwriters in connection with the registration or qualification of the Units for offering and sale by the several Underwriters and by dealers under the securities or Blue Sky laws of such jurisdictions as the Underwriters may reasonably designate and will file such consents to service of process or other documents as may be reasonably necessary in order to effect and maintain such registration or qualification for so long as required to complete the distribution of the Units; *provided* that in no event shall the Partnership be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to general service of process in suits, other than those arising out of the offering or sale of the Units, as contemplated by this Agreement and the Prospectus, in any jurisdiction where it is not now so subject. In the event that the qualification of the Units in any jurisdiction is suspended, the Partnership Parties shall so advise the Underwriters promptly in writing.

(i) *Reports to Unitholders.* The Partnership will make generally available to its unitholders and to the Underwriters as soon as reasonably practicable, but in any event not later than sixteen months after the effective date of the Registration Statement, a consolidated earnings statement (in form complying with the provisions of Rule 158 of the Rules and Regulations), which need not be audited, covering a twelve-month period commencing after the effective date of the Registration Statement and the Rule 462 Registration Statement, if any, which consolidated earnings statement shall satisfy the provisions of Section 11(a) of the Act.

(j) *Copies of Reports.* Unless otherwise available on EDGAR, during the period ending two years from the date hereof, the Partnership will furnish or make available to the Underwriters (i) as soon as publicly available, a copy of each report of the Partnership mailed to unitholders or filed with the Commission or the New York Stock Exchange ("***NYSE***"), and (ii) from time to time such other information concerning the Partnership as the Underwriters may reasonably request.

(k) *Termination Expenses.* If this Agreement shall terminate or shall be terminated after execution pursuant to any provision hereof (except pursuant to a termination under Section 11 or Section 12 hereof) or if this Agreement shall be terminated by the

Underwriters because of any inability, failure or refusal on the part of the Partnership Parties or the Topper Group Parties to perform in all material respects any agreement herein or to comply in all material respects with any of the terms or provisions hereof or to fulfill in all material respects any of the conditions of this Agreement, the Partnership agrees to reimburse the Representative and the other Underwriters for all out-of-pocket expenses (including travel expenses and reasonable fees and expenses of counsel for the Underwriters, but excluding wages and salaries paid by the Representative or the other Underwriters) reasonably incurred by the Underwriters in connection herewith.

(l) *Application of Proceeds.* The Partnership will apply the net proceeds from the sale of the Units to be sold by it hereunder in accordance in all material respects with the statements under the caption "Use of Proceeds" in the Prospectus.

(m) *Lock-Up Period.* For a period commencing on the date hereof and ending on the 180th day after the date of the Prospectus (the "***Lock-Up Period***"), the Partnership Parties and the Topper Group Parties will not, directly or indirectly, (1) offer for sale, sell, pledge or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Common Units or securities convertible into or exchangeable for Common Units (other than (A) the offering and sale of the Units pursuant to the Registration Statement, (B) purchases of Common Units in open market transactions following the completion of the offering and sale of the Units pursuant to the Registration Statement, (C) transfers of Common Units or options or other rights to acquire Common Units to employees, officers or directors by or pursuant to employee benefit plans, qualified option plans or other employee arrangements or director compensation plans as in effect on the date hereof and as described in the Registration Statement, Time of Sale Information and the Prospectus and (D) in the case of Mr. Topper, any transfer as a bona fide gift (provided that (i) the donee shall execute and deliver a lock-up letter agreement substantially in the form of Exhibit A hereto and (ii) no filing on Form 4 under Section 16(a) of the Securities Act reporting a reduction in the beneficial ownership of Common Units shall be required or voluntarily made during the Lock-Up Period), or sell or grant options, rights or warrants with respect to any Common Units or securities convertible into or exchangeable for Common Units (other than transfers of Common Units or options or other rights to acquire Common Units to employees, officers or directors by or pursuant to employee benefit plans, qualified option plans or other employee arrangements or director compensation plans as in effect on the date hereof and as described in the Registration Statement, Time of Sale Information and the Prospectus), (2) enter into any swap or other derivatives transaction (other than a transaction involving an option or other derivative security permitted by clause (1)) that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Common Units, whether such transaction is to be settled by delivery of Common Units or other securities, in cash or otherwise, (3) file or cause to be filed a registration statement, including any amendments, with respect to the registration of any Common Units or securities convertible, exercisable or exchangeable into Common Units or any other securities of the Partnership (other than any registration statement on Form S-8, the Registration Statement or any amendment or supplement to the Registration Statement filed in accordance with Section 5(c) of this Agreement) or (4) publicly disclose the intention to do any of the foregoing, in each case without the prior written consent of the Representative, on behalf of the Underwriters. The Partnership will cause the executive officers and directors of the General Partner and the unitholders of the Partnership set forth on Schedule

IV hereto to furnish to the Representative, prior to the Closing Date, a letter or letters, substantially in the form of Exhibit A hereto (the "***Lock-Up Agreements***"). Notwithstanding the foregoing, if (1) during the last 17 days of the Lock-Up Period, the Partnership issues an earnings release or announces material news or the occurrence of a material event relating to the Partnership or (2) prior to the expiration of the Lock-Up Period, the Partnership announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, then the restrictions imposed in this Section 5(m) shall continue to apply until the expiration of the 18-day period beginning on the date of issuance of the earnings release or the announcement of the material news or the occurrence of the material event, unless the Representative, on behalf of the Underwriters, waive such extension in writing.

(n) *Interim Financial Statements.* Prior to the Closing Date or each Additional Closing Date, if applicable, the Partnership will furnish to the Underwriters, as promptly as possible, copies of any unaudited interim consolidated financial statements of the Partnership for any completed fiscal quarter subsequent to the periods covered by the financial statements appearing in the Prospectus.

(o) *Exchange Act Reports.* The Partnership during the period when the Prospectus is required to be delivered under the Act will file all documents required to be filed with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), within the time periods required by the Exchange Act.

(p) *Undertakings.* The Partnership will comply with all provisions of any undertakings contained in the Registration Statement.

(q) *Stabilization.* Neither the Partnership Entities nor the Topper Group Parties will, at any time, directly or indirectly, take any action designed, or which might reasonably be expected to cause or result in, or which will constitute, stabilization or manipulation of the price of the Common Units to facilitate the sale or resale of any of the Units.

(r) *NYSE.* The Partnership will timely file with the NYSE all documents and notices required to be filed by it by the NYSE.

(s) *Transfer Agent.* The Partnership shall engage and maintain, at its expense, a transfer agent and, if necessary under the jurisdiction of its incorporation or the rules of any national securities exchange on which the Common Units are or will be listed, a registrar (which, if permitted by applicable laws and rules may be the same entity as the transfer agent) for the Common Units.

(t) *No Distribution of Other Offering Materials.* None of the Partnership Entities or the Topper Group Parties shall distribute and, prior to the later to occur of the Closing Date or any Additional Closing Date, if applicable, and completion of the distribution of the Units, none will distribute, any offering material in connection with the offering and sale of the Units other than the Registration Statement, any Preliminary Prospectus, the Time of Sale Information, the Prospectus and any Issuer Free Writing Prospectus to which the Representative has consented in accordance with this Agreement, and, in connection with the Directed Unit Program, the enrollment materials prepared by Raymond James & Associates, Inc.

(u) *Payment of Structuring Fee.* In consideration of the capital structuring services provided by Raymond James & Associates, Inc., the Partnership shall, on the Closing Date and each Additional Closing Date, pay a structuring fee of 0.50% of the gross proceeds raised from the offer and sale of the Firm Units and/or Additional Units being issued on such Closing Date or Additional Closing Date, as applicable, payable in immediately available funds. The Structuring Fee relates only to capital structuring services provided by Raymond James & Associates, Inc., and shall be payable in addition to any underwriting discounts and commissions or other fees that otherwise become payable to Raymond James & Associates, Inc. in connection with the offering and sale of the Units.

6. Representations and Warranties of the Partnership Parties and the Topper Group Parties.

The Partnership Parties and the Topper Group Parties, jointly and severally, represent and warrant to each Underwriter on the date hereof, and shall be deemed to represent and warrant to each Underwriter on the Closing Date and any Additional Closing Date, if applicable, that:

(a) *Registration*. The Registration Statement has been filed with, and been declared effective by, the Commission. No stop order suspending the effectiveness of the Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purchase has been initiated or, to the knowledge of the Partnership Parties and the Topper Group Parties, threatened by the Commission. No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued and no proceeding for that purpose has been initiated or, to the knowledge of the Partnership Parties and the Topper Group Parties, threatened by the Commission.

(b) *Partnership Not an "Ineligible Issuer."* The Partnership was not at the time of initial filing of the Registration Statement and at the earliest time thereafter that the Partnership or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) of the Rules and Regulations) of the Units, is not on the date hereof and will not be on the Closing Date or any Additional Closing Date, if applicable, an "ineligible issuer" (as defined in Rule 405 of the Rules and Regulations).

(c) *Form of Documents.* The Registration Statement conformed in all material respects on the Effective Date and will conform in all material respects on each of the Closing Date and any Additional Closing Date, if applicable, and any amendment to the Registration Statement filed after the date hereof will conform in all material respects when filed, to the applicable requirements of the Act and the Rules and Regulations. The most recent Preliminary Prospectus conformed, in all material respects, and the Prospectus will conform, in all material respects, to the applicable requirements of the Act and the Rules and Regulations when filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations and on the Closing Date and any Additional Closing Date, if applicable.

(d) *No Material Misstatements or Omissions in Registration Statement.* The Registration Statement did not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the

statements therein not misleading; *provided*, that no representation or warranty is made as to information contained in or omitted from the Registration Statement in reliance upon and in conformity with written information furnished to the Partnership Parties through the Representative by or on behalf of any Underwriter specifically for inclusion therein.

(e) *No Material Misstatements or Omissions in Prospectus.* The Prospectus will not, as of its date or on the Closing Date or any Additional Closing Date, if applicable, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Prospectus in reliance upon and in conformity with written information furnished to the Partnership Parties through the Representative by or on behalf of any Underwriter specifically for inclusion therein.

(f) *No Material Misstatements or Omissions in Time of Sale Information.* The Time of Sale Information did not, as of the Time of Sale, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Time of Sale Information in reliance upon and in conformity with written information furnished to the Partnership Parties through the Representative by or on behalf of any Underwriter specifically for inclusion therein.

(g) *No Material Misstatements or Omissions in Issuer Free Writing Prospectus.* Each Issuer Free Writing Prospectus (including, without limitation, any road show that is a free writing prospectus under Rule 433 of the Rules and Regulations), when considered together with the Time of Sale Information at the Time of Sale, did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Time of Sale Information in reliance upon and in conformity with written information furnished to the Partnership Parties through the Representative by or on behalf of any Underwriter specifically for inclusion therein.

(h) *Testing-the-Waters-Communications*. The Partnership Parties and the Topper Group Parties have not, without the prior written consent of the Representative (i) engaged in any Testing-the-Waters Communication or (ii) authorized anyone other than the Representative to engage in such communications. The Partnership Parties reconfirm that the Representative has been authorized to act on their behalf in undertaking Testing-the-Waters Communications. The Partnership Parties have not distributed any Written Testing-the-Waters Communications other than those listed on Schedule V hereto. "***Testing-the-Waters Communication***" means any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act. "***Written Testing-the-Waters Communication***" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Rules and Regulations.

(i) *Issuer Free Writing Prospectuses Conform to the Requirements of the Act.* Each Issuer Free Writing Prospectus conformed or will conform in all material respects to the requirements of the Act and the Rules and Regulations on the date of first use, and the Partnership has complied with all prospectus delivery and any filing requirements applicable to such Issuer Free Writing Prospectus pursuant to the Rules and Regulations. The Partnership has not made any offer relating to the Units that would constitute an Issuer Free Writing Prospectus without the prior written consent of the Representative. The Partnership has retained in accordance with the Rules and Regulations all Issuer Free Writing Prospectuses that were not required to be filed pursuant to the Rules and Regulations. The Partnership has taken all actions necessary so that any "road show" (as defined in Rule 433 of the Rules and Regulations) in connection with the offering of the Units will not be required to be filed pursuant to the Rules and Regulations.

(j) *Ownership of the General Partner.* LGC owns, and at the Closing Date and each Additional Closing Date, if applicable, will own, 100% of the limited liability company interests in the General Partner; such limited liability company interests have been duly authorized and validly issued in accordance with the General Partner Agreement and are fully paid (to the extent required under the General Partner Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 18-303, 18-607 and 18-804 of the Delaware Limited Liability Company Act (the "***Delaware LLC Act***"); and LGC owns its limited liability company interests free and clear of all liens, encumbrances, security interests, charges or claims ("***Liens***"), except as described in the Registration Statement, the Time of Sale Information and Prospectus, and except for any Liens that will be extinguished on or prior to the Closing Date.

(k) *Power and Authority to Act as the General Partner.* The General Partner has the requisite limited liability company power and authority to act as the general partner of the Partnership in all material respects as described in the Registration Statement, the Time of Sale Information and the Prospectus.

(l) *Ownership of the General Partner Interest in the Partnership.* The General Partner is, and at the Closing Date and each Additional Closing Date, as the case may be, will be, the sole general partner of the Partnership and will own the GP Interest; such GP Interest has been duly authorized and validly issued in accordance with the Partnership Agreement and the General Partner owns such GP Interest free and clear of all Liens, except for any Liens that will be extinguished on or prior to the Closing Date.

(m) *Ownership of the Incentive Distribution Rights.* At the Closing Date and each Additional Closing Date, if applicable, after giving effect to the Transactions, the General Partner will own all of the Incentive Distribution Rights; the Incentive Distribution Rights and the limited partner interests represented thereby will have been duly authorized and validly issued in accordance with the Partnership Agreement and will be fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 17-303, 17-607, and 17-804 of the Delaware LP Act); and the General Partner will own such Incentive Distribution Rights free and clear of all Liens.

(n) *No Other Subsidiaries of the General Partner.* Other than its indirect ownership of the other Partnership Entities, the General Partner does not own, and at the Closing Date and each Additional Closing Date, if applicable, will not own, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity.

(o) *No Other Subsidiaries of the Partnership.* Other than the Partnership's direct or indirect ownership of 100% of the outstanding shares of common stock, limited liability company interests or partnership interests, as applicable, of the Subsidiaries, the Partnership does not own, and at the Closing Date and each Additional Closing Date, if applicable, will not own, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity.

(p) *Capitalization of the Partnership.* Assuming no purchase by the Underwriters of any Additional Units, at the Closing Date, after giving effect to the Transactions, the issued and outstanding partnership interests of the Partnership will consist of 7,525,000 Common Units, 7,525,000 Subordinated Units, the GP Interest and the Incentive Distribution Rights; and, other than the Sponsor Units, the Incentive Distribution Rights and any limited partner interests issued pursuant to the Partnership's long-term incentive plan, the Firm Units will be the only limited partner interests in the Partnership issued and outstanding at the Closing Date.

(q) *Duly Authorized and Validly Issued Units.* At the Closing Date and each Additional Closing Date, if applicable, the Firm Units and/or the Additional Units, as the case may be, and the limited partner interests represented thereby, will be duly authorized in accordance with the Partnership Agreement and, when issued and delivered to the Underwriters against payment therefor in accordance with this Agreement, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 or 17-804 of the Delaware LP Act).

(r) *No Preemptive Rights, Options or Registration Rights.* Except as described in the Registration Statement, the Time of Sale Information and the Prospectus, there are no (i) preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, Common Units or other equity securities of any Partnership Entity or (ii) outstanding options or warrants to purchase any Common Units or other equity interests in any Partnership Entity. Neither the filing of the Registration Statement nor the offering or sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Common Units or other securities of any Partnership Entity, except such rights as have been waived or satisfied.

(s) *Conformity of Units to Description in the most recent Preliminary Prospectus.* The Units, when issued and delivered in accordance with the terms of the Partnership Agreement and this Agreement against payment therefor as provided therein and herein, and the Sponsor Units, the Incentive Distribution Rights and the GP Interest, when issued and delivered in accordance with the terms of the Partnership Agreement and the Contribution Documents, will conform in all material respects to the description thereof contained in the Registration Statement, the Time of Sale Information and the Prospectus.

(t) *Formation and Qualification of the Partnership Entities.* Each of the Partnership Entities has been duly formed and is validly existing as a limited partnership, limited liability company or corporation, as applicable, in good standing under the laws of its respective jurisdiction of formation, with all limited partnership, limited liability company or corporate power and authority, as applicable, necessary to own, operate or lease its properties and to conduct its business, in each case, as described in the Registration Statement, Time of Sale Information and the Prospectus; and each of the Partnership Entities is duly registered or qualified to do business and is in good standing in each jurisdiction in which its ownership or lease of properties or the conduct of its business requires such registration or qualification, except where the failure to so register or qualify would not reasonably be expected to have a material adverse effect on the condition (financial or other), business, prospects, properties, net worth or results of operations of the Partnership Entities and their respective subsidiaries, taken as a whole (a "***Material Adverse Effect***").

(u) *Ownership of the Sponsor Units.* As of the Closing Date, the Topper Group, the Kimber Group and the Reilly Group will own the Sponsor Units; such Sponsor Units and the limited partner interests represented thereby will have been duly authorized and validly issued in accordance with the Partnership Agreement and will be fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 17-303, 17-607, and 17-804 of the Delaware LP Act).

(v) *Ownership of the Subsidiaries.* At the Closing Date and each Additional Closing Date, if applicable, (i) the Partnership will be the sole member of LG LLC and will own 100% of the limited liability company interests in LG LLC, (ii) the Partnership will be the sole shareholder of LGW and will own 100% of the outstanding shares of common stock of LGW, (iii) the Partnership will be the sole member of LGP Realty GP, (iv) the Partnership and LGP Realty GP will own a 99.9% limited partner interest and a 0.1% general partner interest, respectively, in LGP Realty and (v) LGP Realty or LGW will own 100% of the outstanding limited liability company interests in each of the Real Estate Subsidiaries and the LGC Contributed Subsidiaries. Such equity interests will be duly authorized and validly issued in accordance with the applicable Organizational Documents and will be fully paid (to the extent required under such Organizational Document) and nonassessable (except, in the case of subsections (i) and (iii) above, as such nonassessability may be affected by matters described in Sections 18-303, 18-607 and 18-804 of the Delaware LLC Act); and the Partnership and each Partnership Merger Subsidiary will own such equity interests free and clear of all Liens, other than Liens incurred on the Closing Date pursuant to the New Credit Agreement or those set forth in the Registration Statement, the Time of Sale Information and the Prospectus**.**

(w) *Authority.* Each of the Partnership Parties and Topper Group Parties has the requisite power and authority to execute and deliver this Agreement and perform its respective obligations hereunder. The Partnership has the requisite power and authority to issue, sell and deliver (i) the Units, in accordance with and upon the terms and conditions set forth in this Agreement, the Partnership Agreement, the Registration Statement, the Time of Sale Information and the Prospectus and (ii) the Sponsor Units and the Incentive Distribution Rights, in accordance with and upon the terms and conditions set forth in the Partnership Agreement and the Contribution Documents. At the Closing Date and each Additional Closing Date, if

applicable, all partnership and limited liability company action, as the case may be, required to be taken by the Partnership Parties and the Topper Group Parties or any of their respective stockholders, members or partners for the authorization, issuance, sale and delivery of the Units, the Sponsor Units, the GP Interest and the Incentive Distribution Rights, the execution and delivery of this Agreement and the Transaction Documents and the consummation of the transactions (including the Transactions) contemplated hereby and thereby shall have been validly taken.

(x) *Authorization, Execution and Delivery of this Agreement*. This Agreement has been duly authorized and validly executed and delivered by or on behalf of the Partnership Parties and the Topper Group Parties.

(y) *Authorization, Execution and Enforceability of Certain Agreements.* At or before the Closing Date:

(i) the Partnership Agreement will have been duly authorized, executed and delivered by the General Partner and will be a valid and legally binding agreement of the General Partner, enforceable against the General Partner in accordance with its terms;

(ii) the General Partner Agreement will have been duly authorized, executed and delivered by LGC and will be a valid and legally binding agreement of LGC, enforceable against it in accordance with its terms;

(iii) each of the Organizational Agreements will have been duly authorized, executed and delivered by the Partnership Entity a party thereto, and will be a valid and legally binding agreement of such Partnership Entity, enforceable against such Partnership Entity in accordance with its terms; and

(iv) each of the Transaction Documents will have been duly authorized, executed and delivered by the respective Partnership Entities and Topper Group Parties that are parties thereto and will be a valid and legally binding agreement of such parties thereto, enforceable against such parties in accordance with its terms;

provided, that, with respect to each such agreement, the enforceability thereof may be limited by (x) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity) and (y) public policy, applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing.

(z) *Legal Sufficiency of Contribution Documents.* The Contribution Documents will be legally sufficient to transfer or convey to the Partnership, directly or indirectly, (i) all of the limited liability company interests of the Contributed Subsidiaries, (ii) all of the Contributed Assets and (iii) all of the real and personal property required for the business to be operated by the Partnership and its subsidiaries, as contemplated by the Registration Statement, the Time of Sale Information and the Prospectus, subject to the conditions, reservations, encumbrances and limitations contained in the Contribution Documents and those

set forth in the Registration Statement, Time of Sale Information and Prospectus. The Partnership, upon consummation of the Transactions pursuant to the Contribution Documents and the entering into of the Transaction Documents, will succeed in all material respects to the business, assets, properties, liabilities and operations reflected in the pro forma condensed combined financial statements of the Partnership.

(aa) *No Legal Proceedings or Contracts to be Described or Filed.* There are no legal or governmental proceedings pending or, to the knowledge of the Partnership Parties and the Topper Group Parties, threatened, against any of the Partnership Entities or their respective subsidiaries or to which any of the Partnership Entities or their respective subsidiaries or any of their properties are subject, that are required to be described in the Registration Statement, the Time of Sale Information or the Prospectus (or any amendment or supplement thereto) that are not described as required by the Act or the Rules and Regulations. There are no agreements, contracts, indentures, leases or other instruments that are required to be described in the Registration Statement, the Time of Sale Information or the Prospectus (or any amendment or supplement thereto) or to be filed as an exhibit to the Registration Statement that are not described, filed or incorporated by reference in the Registration Statement, the Time of Sale Information and the Prospectus as required by the Act or the Rules and Regulations.

(bb) *Litigation.* Except as described in the Registration Statement, the Time of Sale Information and Prospectus, there is (i) no action, suit, inquiry, proceeding or investigation by or before any court or governmental or other regulatory or administrative agency or commission pending or, to the knowledge of the Partnership Parties and the Topper Group Parties, threatened, against or involving the Partnership Entities or their respective subsidiaries, and (ii) no injunction, restraining order or order of any nature issued by a federal or state court or foreign court of competent jurisdiction to which any of the Partnership Entities or their respective subsidiaries is or may be subject that, in the case of clauses (i) and (ii), would reasonably be expected to individually or in the aggregate prevent or adversely affect the transactions contemplated by this Agreement or result in a Material Adverse Effect.

(cc) *No Defaults.* None of the Partnership Entities or their respective subsidiaries (i) is in violation of its Organizational Documents, (ii) is in violation of any law, statute, ordinance, administrative or governmental rule or regulation applicable to it or of any decree of any court or governmental agency or body having jurisdiction over it, or (iii) is in breach, default (nor has an event occurred that, with notice or lapse of time or both, would constitute such a default) or violation in the performance of any obligation, agreement or condition contained in any bond, debenture, note or other evidence of indebtedness or in any agreement, indenture, lease or other instrument to which it is a party or by which it or any of its properties may be bound, which breach, default or violation, in the case of clause (ii) or (iii), would, if continued, reasonably be expected to have a Material Adverse Effect or materially impair the ability of any of the Partnership Entities to consummate the transactions (including the Transactions) contemplated under this Agreement or the Transaction Documents, or materially impair the ability of the Partnership Entities, taken as a whole, to conduct their businesses in all material respects as currently conducted and as contemplated in the Registration Statement.

(dd) *No Consents.* No consent, approval, authorization, filing with or order of any court or governmental agency or body having jurisdiction over any of the Partnership

Entities or any of the Topper Group Parties or their respective subsidiaries or any of their respective properties is required in connection with (i) the offering, issuance, and sale of the Units, the Sponsor Units or the Incentive Distribution Rights, (ii) the execution, delivery, and performance of this Agreement or the Transaction Documents by the Partnership Entities or Topper Group Parties party hereto or thereto, or (iii) the consummation by such Partnership Entities or Topper Group Parties of the transactions contemplated by this Agreement (including the Transactions), except (A) such as have been, or prior to the Closing Date and each Additional Closing Date, if applicable, will be, obtained, (B) such as may be required under the Act or the Blue Sky laws of any jurisdiction in

connection with the purchase and distribution by the Underwriters of the Units in the manner contemplated herein and in the Time of Sale Information and the Prospectus, and (C) such of which the failure to obtain or make would not reasonably be expected to have a Material Adverse Effect or materially impair the ability of any of the Partnership Entities or the Topper Group Parties to consummate the transactions contemplated by this Agreement, or materially impair the ability of the Partnership Entities, taken as a whole, to conduct their businesses in all material respects as currently conducted and as contemplated in the Registration Statement.

(ee) *No Conflicts.* None of the (i) offering, issuance and sale of the Units, the Sponsor Units and the Incentive Distribution Rights by the Partnership and the application of the proceeds therefrom as described in "Use of Proceeds" in the Time of Sale Information and the Prospectus, (ii) execution, delivery or performance of this Agreement or the Transaction Documents by the Partnership Entities or the Topper Group Parties party hereto or thereto, or (iii) consummation by the Partnership Entities or the Topper Group Parties of the Transactions to be consummated by such party (A) conflicts or will conflict with or constitutes or will constitute a violation of the Organizational Documents of any of the Partnership Entities, (B) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default) under any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the Partnership Entities or Topper Group Parties is a party or by which any of them or any of their respective properties may be bound, (C) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court or governmental agency or body directed to any of the Partnership Entities or Topper Group Parties any of their properties in a proceeding to which any of them is a party or their property is subject, or (D) results or will result in the creation or imposition of any Lien upon any property or assets of any of the Partnership Entities, which conflicts, breaches, violations, defaults or Liens, in the case of clauses (B), (C) or (D), would reasonably be expected to have a Material Adverse Effect or materially impair the ability of any of the Partnership Entities or Topper Group Parties to consummate the transactions contemplated by this Agreement.

(ff) *Private Placement.* The sale and issuance of (i) the Sponsor Units to the Topper Group, the Kimber Group and the Reilly Group and (ii) the Incentive Distribution Rights and the GP Interest to the General Partner are exempt from the registration requirements of the Act and securities laws of any state having jurisdiction with respect thereto, and none of the Partnership Entities or Topper Group have taken or will take any action that would cause the loss of such exemption. The Partnership has not sold or issued any securities that would be integrated with the offering of the Units contemplated by this Agreement pursuant to the Act or the interpretations thereof by the Commission.

(gg) *Independent Registered Public Accounting Firm.* Grant Thornton LLP, the certified public accountants who have certified the financial statements (including the related notes thereto and supporting schedules) filed as part of the Registration Statement, the Time of Sale Information and the Prospectus (or any amendment or supplement thereto), are independent public accountants as required by the Act, the Rules and Regulations and the Public Company Accounting Oversight Board.

(hh) *Rights of Way.* At the Closing Date and each Additional Closing Date, if applicable, each of the Partnership Entities or their respective subsidiaries will have such consents, easements, rights-of-way or licenses (collectively, "***rights-of-way***") as are necessary to conduct its business in the manner described in the Registration Statement, Time of Sale Information and the Prospectus, subject to such qualifications as may be set forth in the Registration Statement, the Time of Sale Information and the Prospectus, except for such rights-of-way the failure of which to have obtained, would not reasonably be expected to have, individually or in the aggregate, a material adverse effect upon the ability of the Partnership Entities, taken as a whole, to conduct their businesses in all material respects as currently conducted and as contemplated in the Registration Statement, the Time of Sale Information and the Prospectus; at the Closing Date and each Additional Closing Date, if applicable, each Partnership Entity will have fulfilled and performed all its material obligations with respect to such rights-of-way then required to be fulfilled or performed and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any impairment of the rights of the holder of any such rights-of-way, except for such failure to perform, revocations, terminations and impairments that would not reasonably be expected to have a material adverse effect upon the ability of the Partnership Entities, taken as a whole, to conduct their businesses in all material respects as currently conducted and as contemplated in the Registration Statement, the Time of Sale Information and the Prospectus, subject in each case to such qualification as may be set forth in the Time of Sale Information and the Prospectus.

(ii) *Statistical and Market-Related Data.* The statistical and market-related data included in the Registration Statement, the Time of Sale Information and the Prospectus are based on or derived from sources that the Partnership Parties and the Topper Group Parties believe to be reliable and accurate in all material respects.

(jj) *Financial Statements.* The audited and unaudited combined financial statements, together with related schedules and notes, included in the Registration Statement, the Time of Sale Information and the Prospectus (and any amendment or supplement thereto), present fairly in all material respects the financial condition, results of operations and cash flows of the entities purported to be shown thereby at the respective dates or for the periods indicated and have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, except as disclosed therein. The summary historical and pro forma financial data included in the most recent Preliminary Prospectus under the caption "Summary—Summary Historical and Pro Forma Combined Financial and Operating Data" in the Registration Statement, the Time of Sale Information and the Prospectus and the selected historical and pro forma financial data set forth under the caption "Selected Historical and Pro Forma Combined Financial and Operating Data" included in the Registration Statement, the Time of Sale Information and the Prospectus (and any amendment or supplement thereto) is

fairly presented in all material respects and prepared on a basis consistent with the audited and unaudited combined financial statements and the unaudited pro forma condensed combined financial statements, as applicable, from which they have been derived, except as described therein. The other financial data set forth in the Registration Statement and Prospectus (and any amendment or supplement thereto) has been derived from the accounting records of the Partnership and its subsidiaries, and presents fairly, in all material respects, the information purported to be shown thereby.

(kk) *Pro Forma Financial Statements.* The unaudited pro forma condensed combined financial statements included in the Registration Statement, the Time of Sale Information and the Prospectus include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the audited and unaudited combined financial statement amounts in the unaudited pro forma condensed combined financial statements included in the Time of Sale Information and the Prospectus. The unaudited pro forma condensed combined

financial statements included in the Time of Sale Information and the Prospectus comply as to form in all material respects with the applicable requirements of Regulation S-X under the Act.

(ll) *Sarbanes-Oxley Act of 2002.* At the Closing Date and each Additional Closing Date, if applicable, the Partnership, and to the knowledge of the Partnership Parties and the Topper Group Parties, the directors and officers of the General Partner, in their respective capacities as such, will be in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002, the rules and regulations promulgated therewith and the rules of the NYSE that are effective and applicable to the Partnership.

(mm) *Conduct of Business.* Except as disclosed in the Registration Statement, the Time of Sale Information and the Prospectus (or any amendment or supplement thereto), none of the Partnership Entities or their respective subsidiaries has, since the date of the last audited balance sheet included in the Time of Sale Information and the Prospectus (i) incurred any liabilities or obligations, indirect, direct or contingent, that are material to the Partnership Entities, taken as a whole, other than liabilities and obligations incurred in the ordinary course of business, (ii) entered into any transaction that is not in the ordinary course of business that is material to the Partnership Entities, taken as a whole, or (iii) issued or granted any securities or paid or declared any dividends or other distributions with respect to any class of its securities.

(nn) *No Material Adverse Change.* (i) None of the Partnership Entities or their respective subsidiaries, directly or indirectly, has sustained since the date of the latest audited balance sheet included in the Time of Sale Information and the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, investigation, order or decree and (ii) since such date there has not been any change in the capitalization or material increase in long-term debt of the Partnership Entities, or any adverse change in or affecting the condition (financial or other), business, prospects, properties or results of operations of the Partnership Entities, taken as a whole, in each case except as set forth or contemplated in

the Time of Sale Information and the Prospectus or as would not reasonably be expected to have a Material Adverse Effect.

(oo) *NYSE Listing.* The Units have been approved for listing on the NYSE, subject to official notice of issuance.

(pp) *Stabilization.* The Partnership Parties and the Topper Group Parties have not taken and will not take, directly or indirectly, any action that constituted, or any action designed to, or that might reasonably be expected to cause or result in or constitute under the Exchange Act, stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Units.

(qq) *Tax Returns.* The Partnership Entities have filed (or have obtained extensions with respect to) all federal, state, local and foreign tax returns required to be filed through the date hereof (other than certain state or local tax returns, as to which the failure to file, individually or in the aggregate, would not have a Material Adverse Effect), which returns are complete and correct in all material respects, and have timely paid all taxes required to be paid thereon, other than those (i) that are being contested in good faith and for which adequate reserves have been established in accordance with generally accepted accounting principles or (ii) which, if not paid, would not reasonably be expected to result in a Material Adverse Effect.

(rr) *Affiliate Transactions.* Except as set forth in the Time of Sale Information and the Prospectus, there is no relationship, direct or indirect, that exists between any of the Partnership Entities on the one hand, and the directors, officers, unitholders, customers or suppliers of any of the Partnership Entities on the other hand that is required by the Act or the Rules and Regulations to be disclosed in the Registration Statement, the Time of Sale Information and the Prospectus that is not so disclosed.

(ss) *Investment Company.* None of the Partnership Entities are, and after giving effect to the offering and the sale of the Units and the application of the proceeds thereof, none of the Partnership Entities will be, an "investment company" or a company "controlled by" an investment company, each within the meaning of the Investment Company Act of 1940, as amended.

(tt) *Title to Properties.* As of the Closing Date and each Additional Closing Date, if applicable, each of the Partnership Entities and their respective subsidiaries, directly or indirectly, has or will have good and indefeasible title to all real property and good title to all personal property described in the Time of Sale Information and the Prospectus as being owned by it, free and clear of all Liens except (i) such as are described in the Time of Sale Information and the Prospectus or (ii) such as would not reasonably be expected to have a Material Adverse Effect, provided, however, that all real property and buildings held under lease by the Partnership Entities and their respective subsidiaries are, directly or indirectly, held under valid, subsisting and enforceable leases with such exceptions as do not materially interfere with the use of the properties taken as a whole as described in the Time of Sale Information and the Prospectus. None of the real property interests of the Partnership Entities or their respective subsidiaries are or will be subject to termination or material modification, or the exercise of any rights-of-first-refusal, preferential purchase rights, options or other similar rights of any Person

to purchase or acquire any such interests, in whole or in part, as a result of the consummation of the Transactions or any other transactions described in this Agreement except (a) those rights as have been, or prior to the Closing Date will be, waived, or (b) such that the failure to obtain such waivers would not reasonably be expected to have a Material Adverse Effect or materially impair the ability of the Partnership Entities, taken as a whole, to conduct their businesses in all material respects as currently conducted and as contemplated in the Registration Statement. No consent or approval of any Person is required in connection with any transfer (or deemed transfer) of any real property interests of the Partnership Entities or their respective subsidiaries as a result of the consummation of the Transactions or any other transactions described herein except (x) those consents as have been, or prior to the Closing Date will be, obtained, or (b) such that the failure to obtain such consents would not reasonably be expected to have a Material Adverse Effect or materially impair the ability of the Partnership Entities, taken as a whole, to conduct their businesses in all material respects as currently conducted and as contemplated in the Registration Statement.

(uu) *Permits.* Each of the Partnership Entities and their respective subsidiaries has, and as of the Closing Date and each Additional Closing Date, if applicable, will have, all permits, licenses, patents, franchises, certificates of need and other approvals or authorizations of governmental or regulatory authorities ("***Governmental Permits***") as are necessary under applicable law to own their properties and conduct their businesses in the manner described in the Time of Sale Information and the Prospectus, subject to such qualifications as may be set forth in the Time of Sale Information and the

Prospectus except for any Governmental Permits that, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; each of the Partnership Entities and their respective subsidiaries has fulfilled and performed all of its obligations then required to be fulfilled or performed with respect to such Governmental Permits, and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other impairment of the rights of the holder of any such Governmental Permits, subject to such qualifications as may be set forth in the Time of Sale Information and the Prospectus except as described in the Time of Sale Information and the Prospectus or for any of the foregoing that would not reasonably be expected to have a Material Adverse Effect.

(vv) *Disclosure Controls.* The Partnership Entities maintain disclosure controls and procedures (as such term is defined in Rules 13a-15 and 15d-15 promulgated under the Exchange Act), that comply with the requirements of the Exchange Act; such disclosure controls and procedures (i) are designed to ensure that information required to be disclosed by the Partnership in reports that it submits or files or will submit or file under the Exchange Act is made known to management, including the General Partner's principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared and (ii) are effective in all material respects to perform the functions for which they are established to the extent required by Rules 13a-15 and 15d-15 of the Exchange Act.

(ww) *Books and Records*. Each Partnership Entity (i) makes and keeps accurate books and records and (ii) maintains systems of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation

of its financial statements in conformity with generally accepted accounting principles and to maintain accountability for its assets; (C) access to its assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xx) *Foreign Corrupt Practices Act*. None of the Partnership Entities, nor, to the knowledge of the Partnership Parties and the Topper Group Parties, any director, officer, employee, agent, or other representative of the Partnership Entities, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, or (iv) made any bribe, unlawful rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business of the Partnership Entities or any of their subsidiaries.

(yy) *Internal Controls Over Financial Reporting*. The Partnership Entities maintain a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the General Partner's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Except as disclosed in the Registration Statement, the Time of Sale Information and the Prospectus (or any amendment or supplement thereto), since the date of the latest audited financial statements included in the Time of Sale Information and the Prospectus, (i) the Partnership has not become aware of any material weaknesses in its internal control over financial reporting and (ii) there has been no change in the Partnership's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Partnership's internal control over financial reporting

(zz) *Environmental Laws.* Except as described in the Time of Sale Information and the Prospectus, each of Partnership Entities and their respective subsidiaries (i) is, and at all times prior hereto within the applicable statute of limitations has been, in compliance with all laws, regulations, ordinances, rules, orders, judgments, decrees, permits or other legal requirements of any governmental authority, including without limitation any international, national, state, provincial, regional, or local authority, relating to the protection of human health or safety, the environment, or natural resources, or the generation, use, storage, management, treatment, transportation, disposal, presence, release or threatened release of, or exposure to, any material, substance or waste defined or regulated in relevant form, quantity or concentration as Hazardous Materials (as defined below) ("***Environmental Laws***") applicable to such entity, which compliance includes, without limitation, obtaining, maintaining and complying with all permits and authorizations and approvals required by Environmental Laws to conduct their respective businesses, (ii) has received all permits required of them under applicable Environmental Laws to conduct their respective businesses, (iii) is in material compliance with all terms and conditions of any such permits and (iv) has not received notice of any actual or alleged violation of Environmental Law and does not have any potential liability in connection with the release into the environment of any Hazardous Material, except where such

noncompliance with Environmental Laws, failure to obtain or maintain required permits, failure to comply with the terms and conditions of such permits, any notice of alleged violation or any liability in connection with such releases would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as described in the Time of Sale Information and the Prospectus, (x) there are no proceedings that are pending, or known to be contemplated, against any of the Partnership Entities or their respective subsidiaries under Environmental Laws in which a governmental authority is also a party, other than such proceedings regarding which it is reasonably believed no monetary sanctions of $100,000 or more will be imposed, (y) none of the Partnership Entities or their respective subsidiaries owns or operates any real property contaminated with any Hazardous Material, is liable for any off-site disposal or contamination pursuant to any Environmental Laws, or is subject to any claim relating to any Environmental Laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and the Partnership Entities or their respective subsidiaries are not aware of any pending investigation which might lead to such a claim, and (z) none of the Partnership Entities or their respective subsidiaries anticipates material capital expenditures relating to Environmental Laws other than those incurred in the ordinary course of business for the purchase of equipment used in mining and reclamation or related activities. The term "Hazardous Material" means (A) any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum constituents or by-product, (D) any polychlorinated biphenyl, (E) any asbestos and asbestos containing materials, and (F) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any other Environmental Law.

(aaa) *Money Laundering Laws.* The operations of the Partnership Entities are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Partnership Entities conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "***Anti-Money Laundering Laws***"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the any of the Partnership Entities with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Partnership Parties and the Topper Group Parties, threatened.

(bbb) *OFAC.* (i) None of the Partnership Entities or, to the knowledge of the Partnership Parties and the Topper Group Parties, any director or officer of any of the Partnership Entities, is an individual or entity ("***Person***") that is, or is owned or controlled by a Person that is (A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("***OFAC***") nor (B) located, organized or resident in a country or territory that is the subject of sanctions administered or enforced by OFAC (including, without limitation, Burma/Myanmar, Cuba, Iran, North Korea, Sudan and Syria) and (ii) the Partnership Entities will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture

partner or other Person (A) to fund any activities or business of any Person currently the subject of sanctions administered or enforced by OFAC or (B) in any other manner that will result in a violation of sanctions administered or enforced by OFAC by any Person.

(ccc) *Intellectual Property.* Each of the Partnership Entities is the record holder of or possesses adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, know-how, software, systems and technology (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of its business and has no reason to believe that the conduct of its business will conflict with, and none of the Partnership Entities has received any notice of any claim of conflict with, any such rights of others, except as such conflict which would not, individually or in the aggregate, have a Material Adverse Effect.

(ddd) *FINRA Affiliation.* To the knowledge of the Partnership Parties and the Topper Group Parties, no officer, director or nominee for director of the Partnership Parties or the Topper Group Parties has a direct or indirect affiliation or association with any member of FINRA.

(eee) *Insurance.* The Partnership Entities maintain or are entitled to the benefits of insurance covering their properties, operations, personnel and businesses against losses and risks that is reasonably adequate to protect them and their businesses in a manner consistent with other businesses similarly situated. All such insurance is outstanding and duly in force on the date hereof and will be outstanding and duly in force on the Closing Date and each Additional Closing Date, if applicable.

(fff) *ERISA.* The Partnership Entities and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, "***ERISA***")) established or maintained by the Partnership, its subsidiaries or their "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA and all other applicable state and federal laws. "***ERISA Affiliate***" means, with respect to the Partnership or any subsidiary thereof, any member of any group or organization described in Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended (the "***Code***"), of which the Partnership or such subsidiary is a member. No "reportable event" (as defined in ERISA, but excluding any event for which the 30-day notice period is waived) has occurred that has not been timely reported or is reasonably expected to occur with respect to any "employee pension benefit plan" established or maintained by the Partnership, its subsidiaries or any of their ERISA Affiliates. No "employee pension benefit plan" that is subject to Title IV of ERISA and that is established or maintained by the Partnership, its subsidiaries or any of their ERISA Affiliates, if such "employee pension benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined in ERISA). Neither the Partnership, its subsidiaries nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability that will, in the aggregate, result in a Material Adverse Effect either: (i) under Title IV of ERISA with respect to termination of, or withdrawal from, any "employee pension benefit plan" or (ii) under Sections 412, 4971, 4975 or 4980B of the Code. Each "employee pension benefit plan" established or maintained by the Partnership, its subsidiaries or any of their ERISA Affiliates that is intended to be qualified under Section

401(a) of the Code has been determined by the IRS to be so qualified and nothing has occurred, whether by action or failure to act, that could reasonably be expected to cause the loss of such qualification.

(ggg) *Forward Looking Statements.* Each of the statements made by the Partnership in the Registration Statement, the Time of Sale Information, and the Prospectus (and any supplements thereto) within the coverage of Rule 175(b) under the Act, including (but not limited to) any statements with respect to projected results of operations, estimated available cash and future cash distributions of the Partnership, and any statements made in support thereof or related thereto under the heading "Cash Distribution Policy and Restrictions on Distributions" or the anticipated ratio of taxable income to distributions, was made or will be made with a reasonable basis and in good faith.

(hhh) *Ownership of Tenants (including LGO Holdings).* At the consummation of the Offering, the Partnership will be treated as owning, after applying the "constructive ownership" rules of Section 318 of the Code (as modified by Sections 856(d)(5) and 7704(d)(3)(B) of the Code), an interest in LGO Holdings, the sole member of LGO, constituting not more than five percent (5%) of the assets and net profits of LGO Holdings. The governing documents of the Partnership and LGO Holdings contain transfer restrictions that prevent the Partnership from being treated as owning, including by reason of such "constructive ownership," rules (A) in the case of LGO Holdings, more than a five percent (5%) interest in the assets or net profits of LGO Holdings and (B) (i) in the case of a tenant that is a corporation, stock of such tenant possessing ten percent (10%) or more of the total combined voting power of all classes of stock entitled to vote or ten percent (10%) or more of the total value of shares of all classes of stock of such tenant, and (ii) in the case of a tenant that is not a corporation (other than LGO), an interest of ten percent (10%) or more in such tenant's assets or net profits.. The Partnership has received an opinion of counsel that, subject to certain customary exceptions, such transfer restrictions are enforceable under Delaware law (although a court could determine that these restrictions are inapplicable or unenforceable).

(iii) *Directed Unit Program.* The Registration Statement, the Time of Sale Information and the Prospectus comply, and any amendments or supplements thereto will comply, with any applicable laws or regulations of foreign jurisdictions in which the Registration Statement, the

Time of Sale Information and the Prospectus, as amended or supplemented, if applicable, are distributed in connection with the Directed Unit Program hereto. The Partnership has not offered, or caused Raymond James & Associates, Inc. to offer, Units to any person pursuant to the Directed Unit Program with the specific intent to unlawfully influence (i) a customer or supplier of the Partnership Entities to alter the customer's or supplier's level or type of business with the Partnership Entities, or (ii) a trade journalist or publication to write or publish favorable information about the Partnership Entities or their industry.

(jjj) None of the Subsidiaries, other than LGW, has elected or will elect to be treated as a corporation for U.S. Federal Income tax purposes.

7. Expenses. Whether or not the transactions contemplated hereby are consummated or this Agreement becomes effective or is terminated, the Partnership Parties agree to pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Partnership's

counsel and accountants in connection with the registration of the Units under the Act and (except as provided in this Section 7) all other expenses in connection with the preparation, printing and filing of the Registration Statement and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof and of any Preliminary Prospectus to the Underwriters and dealers; (ii) the printing and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, the Prospectus, each Preliminary Prospectus, the Time of Sale Information, the Blue Sky memoranda, this Agreement and all amendments or supplements to any of them as may be reasonably requested for use in connection with the offering and sale of the Units; (iii) consistent with the provisions of Section 5(h), all expenses in connection with the qualification of the Units for offering and sale under state securities laws or Blue Sky laws, including reasonable attorneys' fees and out-of-pocket expenses of the counsel for the Underwriters in connection therewith; (iv) the filing fees and reasonable attorneys' fees and out-of-pocket expenses of the counsel for the Underwriters incurred incident to securing any required review by the FINRA of the fairness of the terms of the sale of the Units; (v) the fees and expenses associated with listing the Common Units on the NYSE; (vi) the cost of preparing unit certificates; (vii) the costs and charges of any transfer agent or registrar; (viii) the cost of the tax stamps, if any, in connection with the issuance and delivery of the Units to the respective Underwriters; (ix) all other fees, costs and expenses referred to in Item 13 of the Registration Statement; and (x) the transportation, lodging, graphics and other expenses incidental to the Partnership's preparation for and participation in the "roadshow" for the offering contemplated hereby. Except as provided in Section 7(iii), Section 7(iv), Section 8, Section 2(d) and Section 5(k) hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel, transfer taxes on any resale of the Units by any Underwriter, any advertising expenses connected with any offers they may make and the transportation and other expenses incurred by the Underwriters on their own behalf in connection with presentations to prospective purchasers of the Units.

8. Indemnification and Contribution.

(a) Subject to the limitations in this Section 8, the Partnership Parties and the Topper Group Parties, other than Topper (the "***Lehigh Indemnitees***"), agree to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter, and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act and any "affiliate" (within the meaning of Rule 405 of the Rules and Regulations) of such Underwriter who has, or who is alleged to have participated in the distribution of the Units or are involved in effecting the distribution of the Units (such affiliates being referred to herein as "***Participating Affiliates***") from and against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and attorneys' fees and expenses (collectively, "***Damages***") arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, in the Registration Statement, the Time of Sale Information, any Issuer Free Writing Prospectus or the Prospectus or in any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of the Preliminary Prospectus, the Time of Sale Information, any Issuer Free Writing Prospectus or the Prospectus, in light of the circumstances under which they were made) not misleading, except to the extent that any such

Damages arise out of or are based upon an untrue statement or omission or alleged untrue statement or omission that has been made therein or omitted therefrom in reliance upon and in conformity with the information furnished in writing to the Partnership Parties by or on behalf of any Underwriter through the Representative, expressly for use in connection therewith. This indemnification shall be in addition to any liability that the Partnership Parties or the Lehigh Indemnitees may otherwise have.

(b) If any action or claim shall be brought against any Underwriter or any person controlling any Underwriter in respect of which indemnity may be sought against the Partnership Parties or the Lehigh Indemnitees, such Underwriter or such controlling person or such Participating Affiliate shall promptly notify in writing the party(s) against whom indemnification is being sought (the "***indemnifying party***" or "***indemnifying parties***"), but failure to so notify the indemnifying party or any delay in providing such notice shall not relieve such indemnifying party from any liability hereunder except to the extent of any actual prejudice incurred as a result of such failure or delay. Such indemnifying party(s) shall assume the defense thereof, including the employment of counsel reasonably acceptable to such Underwriter or such controlling person and the payment of all reasonable fees of and expenses incurred by such counsel. Such Underwriter or any such controlling person shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Underwriter or such controlling person, unless (i) the indemnifying party(s) has (have) agreed in writing to pay such fees and expenses, (ii) the indemnifying party(s) has (have) failed to assume the defense and employ counsel reasonably acceptable to the Underwriter or such controlling person or (iii) the named parties to any such action (including any impleaded parties) include both such Underwriter or such controlling person and the indemnifying party(s), and such Underwriter or such controlling person shall have been advised by its counsel in a written opinion, a copy of which is provided by the indemnifying party(s), that one or more legal defenses may be available to the Underwriter that are inconsistent with any legal defenses asserted by the Partnership Parties or the Lehigh Indemnitees, or that representation of such indemnified party and any indemnifying party(s) by the same counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same counsel has been proposed) due to actual or potential differing interests between them (in which case the indemnifying party(s) shall not have the right to assume the defense of such action on behalf of such Underwriter or such controlling person (but the Partnership Parties and the Lehigh Indemnitees shall not be liable for the fees and expenses of more than one counsel for the Underwriters and such controlling persons)). The indemnifying party(s) shall not be liable for any settlement of any such action effected without its (their several) written consent, but if settled with such written consent, or if there be a final judgment for the plaintiff in any such action, the indemnifying party(s) agree(s) to indemnify and hold harmless any Underwriter and any such controlling person from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment, but in the case of a judgment only to the extent stated in Section 8(a).

(c) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Partnership Parties and the Lehigh Indemnitees, their directors, their officers who sign the Registration Statement and any person who controls the Partnership Parties and the Lehigh Indemnitees or any of them within the meaning of Section 15 of the Act, to the same extent as the foregoing several indemnity from the Partnership Parties and the Lehigh

Indemnitees to each Underwriter, but only with respect to information furnished in writing by or on behalf of such Underwriter through the Representative expressly for use in the Registration Statement, the Prospectus, the Time of Sale Information, any Issuer Free Writing Prospectus or any Preliminary Prospectus, or any amendment or supplement thereto. If any action or claim shall be brought or asserted against the Partnership Parties or the Lehigh Indemnitees, any of their directors, any of their officers or any such controlling person based on the Registration Statement, the Prospectus, the Time of Sale Information or any Preliminary Prospectus, or any amendment or supplement thereto, and in respect of which indemnity may be sought against any Underwriter pursuant to this paragraph (c), such Underwriter shall have the rights and duties given to the Partnership Parties and the Lehigh Indemnitees by paragraph (b) above (except that if the Partnership Parties or the Lehigh Indemnitees shall have assumed the defense thereof such Underwriter shall not be required to do so, but may employ separate counsel therein and participate in the defense thereof, but the fees and expenses of such counsel shall be at such Underwriter's expense), and the Partnership Parties and the Lehigh Indemnitees, their directors, any such officers and any such controlling persons, shall have the rights and duties given to the Underwriters by paragraph (b) above.

(d) In any event, no indemnifying party shall, without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), (i) settle or compromise or consent to the entry of any judgment in any proceeding or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not the indemnified parties or any person who controls the indemnified parties is a party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(e) If the indemnification provided for in Sections 8(a) or 8(c) is unavailable or insufficient for any reason whatsoever to an indemnified party in respect of any Damages referred to herein, then an indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Damages (i) in such proportion as is appropriate to reflect the relative benefits received by the Partnership Parties and the Lehigh Indemnitees on the one hand, and the Underwriters on the other hand, from the offering and sale of the Units or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Partnership Parties and the Lehigh Indemnitees on the one hand, and the Underwriters on the other hand, in connection with the statements or omissions that resulted in such Damages as well as any other relevant equitable considerations. The relative benefits received by the Partnership Parties and the Lehigh Indemnitees on the one hand, and the Underwriters on the other hand, shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Partnership Parties and the Lehigh Indemnitees and their affiliates bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus; provided that, in the event that the Underwriters shall have purchased any Additional Units hereunder, any determination of the relative benefits received by the Partnership Parties and the Lehigh Indemnitees and their affiliates or the Underwriters from the offering of the Units shall include the net proceeds (before

deducting expenses) received by the Partnership Parties and the Lehigh Indemnitees and their affiliates and the underwriting discounts and commissions received by the Underwriters, from the sale of such Additional Units, in each case computed on the basis of the respective amounts set forth in the notes to the table on the cover page of the Prospectus. The relative fault of the Partnership Parties and the Lehigh Indemnitees on the one hand, and the Underwriters on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Partnership Parties and the Lehigh Indemnitees and their affiliates on the one hand, or by the Underwriters on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(f) The Partnership Parties and the Lehigh Indemnitees and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8 was determined by a pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take into account the equitable considerations referred to in paragraph (e) above. The amount paid or payable by an indemnified party as a result of the Damages referred to in paragraph (e) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount of the underwriting commissions received by such underwriter in connection with the Units underwritten by it and distributed to the public. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 8 are several in proportion to the respective numbers of Firm Units set forth opposite their names in Schedule I hereto (or such numbers of Firm Units increased as set forth in Section 11 hereof) and not joint.

(g) Any Damages for which an indemnified party is entitled to indemnification or contribution under this Section 8 shall be paid by the indemnifying party to the indemnified party as Damages are incurred after receipt of reasonably itemized invoices therefor. The indemnity, contribution and reimbursement agreements contained in this Section 8 and the representations and warranties of the Partnership Parties and the Topper Group Parties set forth in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter, the Partnership Parties the Topper Group Parties, their directors or officers or any person controlling the Partnership Parties, (ii) acceptance of any Units and payment therefor hereunder and (iii) any termination of this Agreement. A successor to any Underwriter or any person controlling any Underwriter, or to the Partnership Parties, the Topper Group Parties, their directors or officers or any person controlling or affiliated with the Partnership Parties or the Lehigh Indemnitees, shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in this Section 8.

(h) The Partnership Parties and the Lehigh Indemnitees shall indemnify and hold harmless Raymond James & Associates, Inc. (including its directors, officers and

employees) and each person, if any, who controls Raymond James & Associates, Inc. within the meaning of Section 15 of the Securities Act ("***Raymond James Entities***"), from and against any loss, claim, damage or liability or any action in respect thereof to which any of the Raymond James Entities may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action (i) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the approval of the Partnership Parties and the Topper Group Parties for distribution to Directed Unit Participants in connection with the Directed Unit Program or arises out of or is based upon any omission or alleged omission to state therein a material fact necessary in order to make the statements therein not misleading, in light of the circumstances under which any such statements were made, except, with respect to such material, insofar as any such loss, claim, damage or liability or any action arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with, information concerning an Underwriter furnished in writing by or on behalf of such Underwriter through you to the Partnership expressly for use in such material or arises out of or is based upon any omission or alleged omission to state a material fact in such material relating to such information, which material fact was not contained in such information and which material fact was necessary in order to make the statements in such information not misleading, (ii) arises out of or is based upon the failure of the Directed Unit Participant to pay for and accept delivery of Directed Units that the Directed Unit Participant agreed to purchase or (iii) is otherwise related to the Directed Unit Program, provided that the Partnership Parties and the Topper Group Parties shall not be liable under this clause (iii) for any loss, claim, damage, liability or action that is determined in a final judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Raymond James Entities. In the event that it is finally judicially determined that the Raymond James Entities were not entitled to receive payments for legal and other expenses pursuant to this Section 8(h), the Raymond James Entities will promptly return all sums that had been advanced pursuant thereto.

9. Conditions of Underwriters' Obligations. The several obligations of the Underwriters to purchase the Firm Units hereunder are subject to the following conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Rules and Regulations within the applicable time period prescribed for such filing by the Rules and Regulations; all material required to be filed pursuant to Rule 433(d) under the Rules and Regulations shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433 under the Rules and Regulations; if the Partnership has elected to rely upon Rule 462(b) under the Rules and Regulations, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement.

(b) The Underwriters shall be reasonably satisfied that since the respective dates as of which information is given in the Registration Statement, the Time of Sale Information and Prospectus, (i) there shall not have been any change in the capitalization or any material change in the long-term debt of the Partnership Parties, or any adverse change in or affecting the condition (financial or other), business, prospects, properties or results of operations of the Partnership Parties, taken as a whole, in each case, except as set forth in or contemplated by the Registration Statement, the Time of Sale Information or the Prospectus, or as would not

reasonably be expected to have a Material Adverse Effect and (ii) none of the Partnership Entities or their respective subsidiaries, directly or indirectly, has sustained since the date of the latest audited financial statements included in the Time of Sale Information and the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, investigation, order or decree.

(c) No Underwriter shall have discovered and disclosed to the Partnership Parties on or prior to the Closing Date or any Additional Closing Date, if applicable, that the Prospectus contains an untrue statement of a fact which, in the opinion of counsel to the Underwriters and counsel to the Partnership Parties, is material or omits to state a fact which, in the opinion of such counsels, is material and is required to be stated therein or is necessary, in the light of the circumstances under which such statements were made, to make the statements therein not misleading.

(d) All partnership, limited liability company or corporate proceedings, as applicable, and other legal matters incident to the authorization, form and validity of this Agreement, the Transaction Documents, the Registration Statement and the Prospectus, and all other legal matters relating to this Agreement and the transactions (including the Transactions) contemplated hereby shall be reasonably satisfactory in all material respects to counsel for the Underwriters, and the Partnership shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(e) The Underwriters shall have received on the Closing Date and each Additional Closing Date, if applicable, an opinion of Duane Morris, LLP, counsel to the Partnership Parties, in form and substance reasonably satisfactory to the Representative, substantially to the effect set forth in Exhibit B hereto.

(f) The Underwriters shall have received on the Closing Date and each Additional Closing Date, if applicable, an opinion of Vinson & Elkins L.L.P., as counsel for the Underwriters, dated the Closing Date and each Additional Closing Date, if applicable, with respect to the issuance and sale of the Units, the Registration Statement and other related matters as the Underwriters may reasonably request, and the Partnership Parties, the Topper Group Parties and their counsel shall have furnished to counsel for the Underwriters such documents as they may reasonably request for the purpose of enabling them to pass upon such matters.

(g) The Underwriters shall have received letters addressed to the Underwriters and dated the date hereof and the Closing Date and each Additional Closing Date, if applicable, from the firm of Grant Thornton LLP, independent certified public accountants, substantially in the forms heretofore approved by the Underwriters.

(h) (i) No stop order suspending the effectiveness of the Registration Statement shall have been issued by the Commission and no proceedings for that purpose shall be pending or, to the knowledge of the Partnership Entities, shall be threatened or contemplated by the Commission at or

prior to the Closing Date or any Additional Closing Date, if applicable; (ii) any request for additional information on the part of the staff of the Commission shall have been complied with to the satisfaction of the staff of the Commission; and (iii) after the date

hereof, no amendment or supplement to the Registration Statement or the Prospectus shall have been filed unless a copy thereof was first submitted to the Representative and the Representative did not object thereto in good faith.

(i) The Underwriters shall have received certificates of officers of the Partnership Parties satisfactory to the Underwriters, dated the Closing Date and each Additional Closing Date, if applicable, to the effect that the signers of such certificate have examined the Registration Statement, the Time of Sale Information, the Prospectus and any amendment or supplement thereto, as well as each electronic road show used in connection with the offering of the Units, and this Agreement and that: (i) the representations and warranties of the Partnership Parties in this Agreement are true and correct in all material respects (except for such representations and warranties qualified by materiality, which representations and warranties shall be true and correct in all respects) on and as of the Closing Date or the Additional Closing Date, if applicable, with the same effect as if made on Closing Date or the Additional Closing Date, if applicable, and the Partnership Parties have complied with all the agreements and satisfied all the conditions, in each case, in all material respects, on its part to be performed or satisfied at or prior to the Closing Date or the Additional Closing Date, as the case may be, (ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the Partnership's knowledge, threatened; (iii) since the date of the most recent financial statements included in the Time of Sale Information and the Prospectus, there has been no Material Adverse Effect, except as set forth in or contemplated in the Time of Sale Information and the Prospectus, and (iv) the Registration Statement, as of the Effective Date, the Prospectus, as of its date and on the Closing Date or the Additional Closing Date, if applicable, or the Time of Sale Information, as of the Time of Sale, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (except in the case of the Registration Statement, in the light of the circumstances under which they were made) not misleading.

(j) The Underwriters shall have received a certificate of the Topper Group Parties, signed by Topper on behalf of the Topper Group Parties, dated the Closing Date and each Additional Closing Date, if applicable, to the effect that the signer of such certificate has examined the Registration Statement, the Time of Sale Information, the Prospectus and any amendment or supplement thereto, as well as each electronic road show used in connection with the offering of the Units, and this Agreement and that: (i) the representations and warranties of the Topper Group Parties in this Agreement are true and correct in all material respects (except for such representations and warranties qualified by materiality, which representations and warranties shall be true and correct in all respects) on and as of the Closing Date or the Additional Closing Date, if applicable, with the same effect as if made on Closing Date or the Additional Closing Date, if applicable, and the Topper Group Parties have complied with all the agreements and satisfied all the conditions, in each case, in all material respects, on its part to be performed or satisfied at or prior to the Closing Date or the Additional Closing Date, as the case may be, and (ii) the Registration Statement, as of the Effective Date, the Prospectus, as of its date and on the Closing Date or the Additional Closing Date, if applicable, or the Time of Sale Information, as of the Time of Sale, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact required to be stated therein or necessary

to make the statements therein (except in the case of the Registration Statement, in the light of the circumstances under which they were made) not misleading.

(k) The Partnership Parties and the Topper Group Parties shall have furnished or caused to have been furnished to the Underwriters such further certificates and documents as the Underwriters shall have reasonably requested.

(l) At or prior to the Closing Date, the Underwriters shall have received the Lock-Up Agreements from each of the parties listed on Schedule IV hereto substantially in the form of Exhibit A attached hereto.

All such opinions, certificates, letters and other documents will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to the Underwriters and counsel for the Underwriters.

The several obligations of the Underwriters to purchase Additional Units hereunder are subject to the satisfaction on and as of the Closing Date or the Additional Closing Date, as applicable, of the conditions set forth in this Section 9, except that, if the date Additional Units are purchased is other than the Closing Date, the certificates, opinions and letters referred to in this Section 9 shall be dated as of the Additional Closing Date and the opinions and letters called for by paragraphs (e) and (f) shall be revised to reflect the sale of Additional Units.

If any of the conditions hereinabove provided for in this Section 9 shall not have been satisfied when and as required by this Agreement, this Agreement may be terminated by the Underwriters by notifying the Partnership Parties and the Topper Group Parties of such termination in writing or by telegram at or prior to the Closing Date or the Additional Closing Date, as applicable, but the Underwriters shall be entitled to waive any of such conditions.

10. Effective Date of Agreement. This Agreement shall become effective upon the execution and delivery hereof by each of the parties hereto.

11. Defaulting Underwriters. If any one or more of the Underwriters shall fail or refuse to purchase Firm Units that it or they have agreed to purchase hereunder, and the aggregate number of Firm Units that such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the Firm Units, each non-defaulting Underwriter shall be obligated, severally, in the proportion in which the number of Firm Units set forth opposite its name in Schedule I hereto bears to the aggregate number of Firm Units set forth opposite the names of all non-defaulting Underwriters or in such other proportion as the Underwriters may specify in the Agreement Among Underwriters of Raymond James & Associates, Inc., to purchase the Firm Units that such defaulting Underwriter or Underwriters agreed, but failed or refused to purchase. If any one or more of the Underwriters shall fail or refuse to purchase Firm Units and the aggregate number of Firm Units with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Units and arrangements satisfactory to the Underwriters and the Partnership Parties for the purchase of such Firm Units are not made within 48 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Partnership Parties or Topper Group Parties. In any such case that does not result in termination of this Agreement,

either the Underwriters or the Partnership Parties shall have the right to postpone the Closing Date, but in no event for longer than seven (7) days, in order that the required changes, if any, in the Registration Statement and the Prospectus or any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter or Underwriters from liability in respect of any such default of any such Underwriter or Underwriters under this Agreement. The term "Underwriter" as used in this Agreement includes, for all purposes of this Agreement, any party not listed in Schedule I hereto who, with the Representative's approval and the approval of the Partnership, purchases Units that a defaulting Underwriter is obligated, but fails or refuses, to purchase.

12. Termination of Agreement. This Agreement shall be subject to termination in the Representative's absolute discretion, without liability on the part of any Underwriter to the Partnership Parties or the Topper Group Parties by notice to the Partnership Parties and the Topper Group Parties, if prior to the Closing Date or an Additional Closing Date (if different from the Closing Date and then only as to the Additional Units), as the case may be, (i) trading in the Common Units shall have been suspended by the Commission or the NYSE, (ii) trading in securities generally on the NYSE shall have been suspended or materially limited, or minimum prices shall have been generally established on such exchange, (iii) a general moratorium on commercial banking activities shall have been declared by either federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States shall have occurred or (iv) there shall have occurred any outbreak or escalation of hostilities or other international or domestic calamity, crisis or change in political, financial or economic conditions the effect of which on the financial markets of the United States is such as to make it, in the Representative's judgment, impracticable or inadvisable to market or deliver the Units as contemplated by the Prospectus (exclusive of any amendment or supplement thereto). Notice of such termination shall be promptly given to the Partnership Parties and the Topper Group Parties and their counsel by telegraph, telecopy or telephone and shall be subsequently confirmed by letter.

13. Information Furnished by the Underwriters. The Partnership Parties and the Topper Group Parties acknowledge that (i) the list of Underwriters and their respective participation in the sale of Units, (ii) the first, second and fourth sentences of the fourth paragraph, (iii) each paragraph under the sub-caption "Stabilization," (iv) the paragraph under the sub-caption "Relationships," (v) the first paragraph under the sub-caption "Electronic Prospectus," and (vi) the paragraph under the sub-caption "FINRA Conduct Rules," each under the caption "Underwriting" in the most recent Preliminary Prospectus and Prospectus, constitute the only information furnished by or on behalf of the Underwriters through the Representative or on the Representative's behalf as such information is referred to in Sections 6(d), 6(e), 6(f), 6(g) and 8 hereof.

14. Miscellaneous. Except as otherwise provided in Section 5 and Section 12 hereof, notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be delivered

(a) to the Partnership Parties

Lehigh Gas GP LLC
702 W. Hamilton St.
Suite 203
Allentown, PA 18101
Attention: Joseph V. Topper, Jr.
Tel: (610) 625-8000
Fax: (610) 465-9747

with a copy to

Duane Morris LLP
30 South 17th Street
Philadelphia, Pennsylvania 19103-4196
Attention: Richard A. Silfen
Tel: (215) 979-1225
Fax: (215) 689-4385

(b) to the Topper Group Parties

Lehigh Gas GP LLC
702 W. Hamilton St.
Suite 203
Allentown, PA 18101
Attention: Joseph V. Topper, Jr.
Tel: (610) 625-8000
Fax: (610) 465-9747

with a copy to

Duane Morris LLP
30 South 17th Street
Philadelphia, Pennsylvania 19103-4196
Attention: Richard A. Silfen
Tel: (215) 979-1225
fax: (215) 689-4385

(c) to the Underwriters

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: John Critchlow
Tel: (800) 248-8863
Fax: (727) 567-8247

with a copy to

Brenda K. Lenahan
Vinson & Elkins L.L.P.
666 Fifth Avenue, 26th Floor
New York, New York 10103
Tel: (212) 237-0000
Fax: (212) 237-0100

This Agreement has been and is made solely for the benefit of the several Underwriters, the Partnership Parties, the Topper Group Parties and their directors and officers and other controlling persons referred to in Section 8 hereof, and no other person shall acquire or have any right under or by virtue of this Agreement. Neither the term "successor" nor the term "successors and assigns" as used in this Agreement shall include a purchaser from any Underwriter of any of the Units in his status as such purchaser.

15. No Fiduciary Duty. Notwithstanding any preexisting relationship, advisory or otherwise, between the parties or any oral representations or assurances previously or subsequently made by any of the Underwriters, the Partnership Parties and the Topper Group Parties acknowledge and agree that (i) nothing herein shall create a fiduciary or agency relationship between the Partnership Parties or the Topper Group Parties, on the one hand, and the Underwriters, on the other hand; (ii) the Underwriters have been retained solely to act as underwriters and are not acting as advisors, expert or otherwise, to the Partnership Parties or the Topper Group Parties in connection with this offering, the sale of the Units or any other services the Underwriters may be deemed to be providing hereunder, including, without limitation, with respect to the public offering price of the Units; (iii) the relationship between the Partnership Parties and the Topper Group Parties, on the one hand, and the Underwriters, on the other hand, is entirely and solely commercial, and the price of the Units was established by the Partnership Parties and the Underwriters based on discussions and arms' length negotiations and the Partnership Parties and the Topper Group Parties understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement; (iv) any duties and obligations that the Underwriters may have to the Partnership Parties or the Topper Group Parties shall be limited to those duties and obligations specifically stated herein; and (v) notwithstanding anything in this Agreement to the contrary, the Partnership Parties and the Topper Group Parties acknowledge that the Underwriters may have financial interests in the success of this offering that are not limited to the difference between the price to the public and the purchase price paid to the Partnership by the Underwriters for the Units and that such interests may differ from the interests of the Partnership Parties or the Topper Group Parties. The Partnership Parties and the Topper Group Parties hereby waive and release, to the fullest extent permitted by applicable law, any claims that the Partnership Parties or the Topper Group Parties may have against the Underwriters with respect to any breach or alleged breach of fiduciary duty and agree that the Underwriters shall have no liability (whether direct or indirect) to the Partnership Parties or the Topper Group Parties in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Partnership Parties, the Topper Group Parties or any of their respective members, managers, employees or creditors.

16. Applicable Law; Counterparts. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK. This Agreement may be signed in various counterparts, which together shall constitute one and the same instrument.

17. USA PATRIOT Act. In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Partnership Parties, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

18. Successors and Assigns. This Agreement shall be binding upon the Underwriters, the Partnership Parties and the Topper Group Parties and their successors and assigns and any successor or assign of any substantial portion of the Partnership Parties', Topper Group Parties' and any of the Underwriters' respective businesses and/or assets. No purchaser of any of the Units from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

19. Waiver of Jury Trial. The Partnership Parties, the Topper Group Parties and the Underwriters each hereby irrevocably waive any right they may have to a trial by jury in respect to any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS**]**

Please confirm that the foregoing correctly sets forth the agreement among the Partnership Parties, the Topper Group Parties and the several Underwriters.

Very truly yours,

LEHIGH GAS PARTNERS LP

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

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

LEHIGH GAS WHOLESALE, LLC

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

LEHIGH GAS WHOLESALE SERVICES, INC.

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

SIGNATURE PAGES
TO UNDERWRITING AGREEMENT

LGP REALTY HOLDINGS GP LLC

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

LGP REALTY HOLDINGS LP

By: LGP Realty Holdings GP LLC, its General Partner

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

LEHIGH GAS CORPORATION

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

LEHIGH GAS — OHIO, LLC

By: Lehigh Gas — Ohio Holdings, LLC, its Manager

By: /s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.

General Manager

SIGNATURE PAGES
TO UNDERWRITING AGREEMENT

KWIK PIK — OHIO HOLDINGS, LLC

By: /s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.
Manager

LEHIGH GAS OHIO II, LLC

By: /s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.
Manager

KIMBER PETROLEUM CORPORATION

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

JOSEPH V. TOPPER, JR.

By: /s/ Joseph V. Topper, Jr.

KWIK PIK — PA, LLC

By: Kwik Pik - PA Holdings, LLC, its Manager

By: /s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.
Manager

SIGNATURE PAGES
TO UNDERWRITING AGREEMENT

CONFIRMED as of the date first above mentioned, on behalf of the
Representative and the other several Underwriters named in Schedule I hereto.

RAYMOND JAMES & ASSOCIATES, INC.

By: /s/ Kenneth C. Clark
Name: Kenneth C. Clark
Title: Senior Vice President

SIGNATURE PAGES
TO UNDERWRITING AGREEMENT

SCHEDULE I - UNDERWRITERS

Name	Firm Units
Raymond James & Associates, Inc.	3,000,000
Robert W. Baird & Co. Incorporated	1,200,000
Janney Montgomery Scott LLC	900,000

Oppenheimer & Co. Inc.	600,000
Wunderlich Securities, Inc.	300,000
Total:	6,000,000

SCHEDULE I
TO UNDERWRITING AGREEMENT

SCHEDULE II

Topper Group Parties

Joseph V. Topper Jr.
Lehigh Gas Corporation
Kwik Pik - Ohio Holdings, LLC
Kimber Petroleum Corporation
Kwik Pik - PA, LLC
Lehigh Gas - Ohio, LLC
Lehigh Gas Ohio II, LLC
Kimber Petroleum Corporation
Energy Realty GP LLC
Joseph V. Topper Jr. Family Trust
ERNJ, LLC

Subsidiaries

Energy Property Subsidiaries

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
100 York Jenkintown LLC	100%	DE	PA
1003 Freeport Rd Cheswick, LLC	100%	DE	PA
101 Lancaster Ave. Malvern, LLC	100%	PA	NJ
104 Route 57 Hackettstown Limited Liability Company	100%	NJ	N/A
1095 S. West End Blvd. Quakertown, LLC	100%	DE	PA
1110 McCarthur Road Whitehall, LLC	100%	DE	PA
1130 Baltimore Pike Glen Mills, LLC	100%	PA	N/A
120 Route 173 West Asbury Limited Liability Company	100%	NJ	N/A
1251 Route 206 Princeton Limited Liability Company	100%	NJ	N/A
1396 Delsea Dr. Deptford, LLC	100%	NJ	N/A
1405 N State St Clairton, LLC	100%	DE	PA
142 Mohawk Trail Greenfield, LLC	100%	DE	MA
1469 Lake Ave Rochester, LLC	100%	DE	NY
15 Main Street Watsontown, LLC	100%	DE	PA
1595 Central Park Ave Colonie, LLC	100%	NY	N/A
16 Route 173 West Hampton Limited Liability Company	100%	NJ	N/A

SCHEDULE II
TO UNDERWRITING AGREEMENT

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
162 Southampton Westfield, LLC	100%	DE	MA
169 Perryville Road Hampton Limited Liability Company	100%	NJ	N/A
1775 Marketplace Henrietta LLC	100%	DE	NY
181 Elm St. Westfield, LLC	100%	DE	MA
1830 Wilbraham Rd. Springfield, LLC	100%	DE	MA
2058 Delaware Ave Buffalo, LLC	100%	DE	NY
2200 Babcock Blvd Pittsburgh, LLC	100%	DE	PA
2306 Lycoming Creek Road Williamsport, LLC	100%	DE	PA
2311 N Triphammer Rd Lansing, LLC	100%	NY	N/A
2405 Route 286 Pittsburgh, LLC	100%	DE	PA
2501 Brighton Ave Pittsburgh, LLC	100%	DE	PA
2700 Leechburg Rd Lowe Burrell, LLC	100%	DE	PA
2811 Rt. 73 Maple Shade, LLC	100%	NJ	N/A
3550 Genesee St Cheektowaga, LLC	100%	DE	NY
3727 Lincoln Thorndale LLC	100%	DE	PA
4616 McKnight Rd Pittsburgh, LLC	100%	DE	PA
507 Allegheny Ave Oakmont, LLC	100%	DE	PA
53 W Fayette St Uniontown, LLC	100%	DE	PA
5700 Homeville Rd West Mifflin, LLC	100%	DE	PA

600 Route 206 Somerville, LLC	100%	DE	NJ
601 State Highway 12 Flemington Limited Liability Company	100%	NJ	N/A
6816 Easton Road Pipersville, LLC	100%	DE	PA
6875 Main St Williamsville, LLC	100%	DE	NY
Belvidere Somerville Lebanon Ringoes Flemington Limited Liability Company	100%	NJ	N/A
Bull Creek LLC	100%	DE	PA; NY
Chestnut and Line Street Mifflinburg, LLC	100%	DE	PA
Cobbler's Creek LLC	100%	DE	PA
D. Topper, LLC	100%	PA	N/A
DDS Topper, LLC	100%	PA	N/A
Harleysville Gas Station LLC	100%	DE	PA
K-1 Topper, LLC	100%	PA	N/A

SCHEDULE II
TO UNDERWRITING AGREEMENT

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
K-2 Topper, LLC	100%	PA	N/A
K-3 Topper, LLC	100%	PA	N/A
K-4 Topper, LLC	100%	PA	N/A
Lansdale Gas Station LLC	100%	DE	PA
MMSCC-6, LLC	100%	PA	N/A
Route 313 & 113 Dublin, LLC	100%	DE	PA
SJF, LLC	100%	NJ	NJ
SJKP, LLC	100%	NJ	NJ
Zebra Run LLC	100%	DE	PA
1 N. Rt. 31 Pennington, LLC	100%	NJ	N/A
103 N. Pottstown Pike Exton, LLC	100%	NJ	N/A
1071 Parkway Ave. West Trenton, LLC	100%	NJ	N/A
12 White Horse Pike Clementon, LLC	100%	NJ	N/A
1201 Rt. 33 Trenton, LLC	100%	NJ	N/A
135 Old Cranbury Rd. Cranbury, LLC	100%	NJ	N/A
1419 W. Main St. Lansdale, LLC	100%	PA	N/A
1771 Rt. 206 Southampton, LLC	100%	NJ	N/A
2 Marlton Pike W. Cherry Hill, LLC	100%	NJ	N/A
210 Tuckerton Rd. Medford, LLC	100%	NJ	N/A
258-260 Rt. 130 N. Bordentown, LLC	100%	NJ	N/A
4212 Rt. 130 Willingboro, LLC	100%	NJ	N/A
100 East Uwchlan Ave. Exton, LLC	100%	PA	N/A
1229 McDade Blvd. Woodlyn, LLC	100%	PA	N/A
123 North Pine Langhorne, LLC	100%	PA	N/A
201 W. Germantown Pike Norristown, LLC	100%	PA	N/A
335 Franklin Mills Circle Philadelphia, LLC	100%	PA	N/A
5250 Torresdale Ave. Philadelphia, LLC	100%	PA	N/A
600 S. Oak Road Primos Secane, LLC	100%	PA	N/A
606 Montgomery Ave. Narberth, LLC	100%	PA	N/A
I-95 & Market St. Marcus Hook, LLC	100%	PA	N/A
1824 White Horse Pike Mercerville, LLC	100%	NJ	N/A
2503 Burlington, LLC	100%	NJ	N/A
3051 Rt. 38 Mount Laurel, LLC	100%	NJ	N/A

SCHEDULE II
TO UNDERWRITING AGREEMENT

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
I-295 & Black Horse Pike Mount Ephraim, LLC	100%	NJ	N/A
301 S. Kemp St. Lyons, LLC	100%	PA	N/A
409 Route 130 South Cinnaminson, LLC	100%	DE	NJ
415 South Main Street Shenandoah, LLC	100%	PA	N/A
528 Altamont Boulevard Frackville, LLC	100%	PA	N/A
780 Stelton Piscataway LLC	100%	DE	NJ
113 North Gulph Road King of Prussia, LLC	1%	PA	N/A
1266 E. Old Lincoln Hwy. Langhorne, LLC	1%	PA	N/A
200 W. Montgomery Ave. Ardmore, LLC	1%	PA	N/A
4200 Whitaker Ave. Philadelphia, LLC	1%	PA	N/A
7424 West Chester Pike Upper Darby, LLC	1%	PA	N/A
759 Chester Pike Prospect Park, LLC	1%	PA	N/A
234-248 N. 63rd St. Philadelphia, LLC	1%	PA	N/A

2401 Haverford Road Ardmore, LLC	1%	PA	N/A
9996 Bustleton Ave. Philadelphia, LLC	1%	PA	N/A
1001 Baltimore Ave. East Lansdowne, LLC	1%	PA	N/A
3101 N. Broad St. Philadelphia, LLC	1%	PA	N/A
5716 Hulmeville Road Bensalem, LLC	1%	PA	N/A

EROP Property Subsidiaries

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
10202 Lorain Cleveland LLC	100%	DE	OH
10300 Brookpark Brooklyn LLC	100%	DE	OH
10843 Montgomery Cincinnati LLC	100%	DE	OH
11250 Granger Garfield Heights LLC	100%	DE	OH
11775 Springfield Springdale LLC	100%	DE	N/A
13165 Larchmere Shaker Heights LLC	100%	DE	OH
1326 Hopple Cincinnati LLC	100%	DE	OH
1386 State Route 125 Amelia LLC	100%	DE	OH
14008 Lorain Cleveland LLC	100%	DE	OH
14043 State North Royalton LLC	100%	DE	N/A

SCHEDULE II
TO UNDERWRITING AGREEMENT

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
14718 Madison Lakewood LLC	100%	DE	OH
15150 Snow Brookpark LLC	100%	DE	OH
1550 Queen Cincinnati LLC	100%	DE	OH
1700 Brookpark Cleveland LLC	100%	DE	OH
17810 Bagley Middleburg Heights LLC	100%	DE	OH
20 North Erie Hamilton LLC	100%	DE	OH
20420 Chagrin Shaker Heights LLC	100%	DE	N/A
2159 South Green University Heights LLC	100%	DE	OH
23425 Lorain North Olmsted LLC	100%	DE	OH
2447 Anderson Crescent Springs LLC	100%	DE	N/A
249 West Mitchell Cincinnati LLC	100%	DE	OH
25295 Lorain North Olmsted LLC	100%	DE	OH
25466 Detroit Westlake LLC	100%	DE	OH
25525 Center Ridge Westlake LLC	100%	DE	OH
25705 Chagrin Beachwood LLC	100%	DE	OH
2643 Warrensville University Heights LLC	100%	DE	OH
2696 Madison Cincinnati LLC	100%	DE	OH
2701 Chester Cleveland LLC	100%	DE	OH
2801 Mayfield Cleveland Heights LLC	100%	DE	OH
29775 Clemens Westlake LLC	100%	DE	OH
3059 Grove Lorain LLC	100%	DE	OH
3065 West 117th Cleveland LLC	100%	DE	OH
30812 Detroit Westlake LLC	100%	DE	OH
3100 West 14th Cleveland LLC	100%	DE	OH
3180 Montgomery Loveland LLC	100%	DE	OH
32393 Lorain North Ridgeville LLC	100%	DE	OH
3590 Madison Cincinnati LLC	100%	DE	OH
35985 Center Ridge North Ridgeville LLC	100%	DE	OH
3735 Fulton Cleveland LLC	100%	DE	OH
39105 Colorado Avon Lake LLC	100%	DE	OH
3983 Mayfield Cleveland Heights LLC	100%	DE	OH
4001 Hauck Cincinnati LLC	100%	DE	OH
4006 Lee Cleveland LLC	100%	DE	OH
402 East Bridge Elyria LLC	100%	DE	OH

SCHEDULE II
TO UNDERWRITING AGREEMENT

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
4161 West 150th Cleveland LLC	100%	DE	OH
4282 Monticello South Euclid LLC	100%	DE	OH
4301 Winston Covington LLC	100%	DE	KY
4343 East Royalton Broadview Heights LLC	100%	DE	N/A
4545 Reading Cincinnati LLC	100%	DE	OH

4774 Royalton Broadview Heights LLC	100%	DE	OH
4900 Montgomery Cincinnati LLC	100%	DE	OH
4901 Fleet Cleveland LLC	100%	DE	OH
4910 Harvard Newburgh Heights LLC	100%	DE	OH
506 Commonwealth Erlanger LLC	100%	DE	KY
508 Avon Belden Avon Lake LLC	100%	DE	N/A
5200 Rockside Independence LLC	100%	DE	OH
5206 State Parma LLC	100%	DE	OH
5219 Detroit Sheffield LLC	100%	DE	OH
543 Ohio Cincinnati LLC	100%	DE	OH
546 Wards Corner Loveland LLC	100%	DE	OH
5510 St Clair Cleveland LLC	100%	DE	OH
552 East 152nd Cleveland LLC	100%	DE	OH
555 North York Hatboro LLC	100%	DE	PA
5575 Dixie Fairfield LLC	100%	DE	OH
6151 Pfeiffer Cincinnati LLC	100%	DE	N/A
6585 Ridge Parma LLC	100%	DE	OH
727 East Main Lebanon LLC	100%	DE	OH
7380 Beechmont Cincinnati LLC	100%	DE	OH
7510 Broadview Parma LLC	100%	DE	OH
7799 Montgomery Cincinnati LLC	100%	DE	OH
7961 US Highway 42 Florence LLC	100%	DE	KY
801 North Leavitt Amherst LLC	100%	DE	OH
8020 Montgomery Cincinnati LLC	100%	DE	OH
8039 Burlington Florence LLC	100%	DE	KY
8200 Columbia Olmsted Falls LLC	100%	DE	N/A
9171 Union Centre West Chester LLC	100%	DE	OH
9855 Mason-Montgomery Mason LLC	100%	DE	OH
103 East Main Freehold LLC	100%	DE	NJ

SCHEDULE II
TO UNDERWRITING AGREEMENT

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
602 Lalor Trenton LLC	100%	DE	NJ
869 Fischer Toms River LLC	100%	DE	NJ
192 Madison Convent Station LLC	100%	DE	NJ
505 Route 10 Whippany LLC	100%	DE	NJ
2901 Asbury Ocean LLC	100%	DE	NJ
461 Bloomfield Bloomfield LLC	100%	DE	NJ
505 Route 202 Bedminster LLC	100%	DE	NJ
90 Route 206 Flanders LLC	100%	DE	NJ
800 Greenwood Trenton LLC	100%	DE	NJ
30 Donnermoyer Bellevue LLC	100%	DE	KY
307 South Main Street Flemington, LLC	100%	DE	NJ
4612 Edgmont Ave Brookhaven, LLC	100%	DE	PA
812 Passaic Clifton Gas Station LLC	100%	DE	NJ
EROP - Ohio, LLC	100%	DE	N/A
Kwik Pik Realty — Ohio, LLC	100%	DE	N/A
Roosevelt Blvd Philadelphia, LLC	100%	DE	PA

Kimber Property Subsidiaries

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
11 Route 10 East Succasunna, LLC	100%	DE	NJ
115 Bloomfield Montclair LLC	100%	DE	NJ
1170 Raritan Cranford LLC	100%	DE	NJ
152 Morris Morristown LLC	100%	DE	NJ
1707 Route 31 South Clinton, LLC	100%	DE	NJ
171 Mt. Bethel Road Warren, LLC	100%	DE	NJ
1830 Easton Avenue Somerset, LLC	100%	DE	N/A
2 Church Street Liberty Corner, LLC	100%	DE	NJ
2 Highway 36 Keansburg, LLC	100%	DE	NJ
2 Ridge Lyndhurst LLC	100%	DE	NJ
204 Parsippany Parsippany LLC	100%	DE	NJ
211 Watchung Bloomfield LLC	100%	DE	NJ
226 Bloomfield Avenue Caldwell, LLC	100%	DE	NJ
2276 Highway 34 North Allenwood, LLC	100%	DE	NJ

SCHEDULE II
TO UNDERWRITING AGREEMENT

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
2360 South Avenue Scotch Plains, LLC	100%	DE	NJ
245 Mountain Springfield LLC	100%	DE	NJ
247 Gordons Manalapan LLC	100%	DE	NJ
251-259 New Brunswick Avenue Fords, LLC	100%	DE	NJ
2959 Route 10 East Parsippany, LLC	100%	DE	NJ
3221 Route 22 Branchburg, LLC	100%	DE	PA
336 Morris Summit LLC	100%	DE	NJ
34-38 Route 15 Lafayette, LLC	100%	DE	NJ
390 South Maple Avenue Glen Rock, LLC	100%	DE	NJ
445 Route 3 Secaucus, LLC	100%	DE	NJ
479 Krockmally Perth Amboy LLC	100%	DE	NJ
495 Main Street Chester, LLC	100%	DE	NJ
549 Highway 36 North and Main Street Belford, LLC	100%	DE	NJ
56 Third Avenue Secaucus, LLC	100%	DE	NJ
632 Second Avenue Long Branch, LLC	100%	DE	NJ
8800-8812 Kennedy Boulevard North Bergen, LLC	100%	DE	NJ
91 Mine Brook Road Bernardsville, LLC	100%	DE	NJ
Route 1 and Menlo Metuchen LLC	100%	DE	NJ
Route 53 and Estling Denville LLC	100%	DE	NJ
127 Easton New Brunswick LLC	100%	DE	NJ
145 Broadway Hillsdale LLC	100%	DE	NJ
2 E Passaic Maywood LLC	100%	DE	NJ
1300 Galloping Hill Kenilworth LLC	100%	DE	NJ
799 Valley Forge Phoenixville LLC	100%	DE	PA

SCHEDULE II
TO UNDERWRITING AGREEMENT

Kwik Property Subsidiaries

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
1090 Boardman Poland LLC	100%	DE	OH
16067 SR-170 East Liverpool LLC	100%	DE	OH
2703 Belmont Youngstown LLC	100%	DE	OH
2720 Salt Springs Youngstown Girad LLC	100%	DE	OH
310 Boardman Canfield Youngstown LLC	100%	DE	OH
3602 Mahoning Youngstown LLC	100%	DE	OH
40890 SR-154 Lisbon LLC	100%	DE	OH
5502 Mahoning Austintown LLC	100%	DE	OH
599 East Main Canfield LLC	100%	DE	OH
6000 Vrooman Painesville LLC	100%	DE	OH
735 McCartney Youngstown LLC	100%	DE	OH
736 Dresden East Liverpool LLC	100%	DE	OH
890 North Canfield Niles Youngstown LLC	100%	DE	OH

LGC Contributed Subsidiaries

Entity	% Interest	Jurisdiction of Formation	Foreign Qualifications
DELG - UST I, LLC	100%	DE	N/A
KYLG-UST I, LLC	100%	DE	KY
MALG - UST I, LLC	100%	DE	MA
MALG - UST II, LLC	100%	DE	MA
MELG-UST I, LLC	100%	DE	ME
NHLG - UST I, LLC	100%	DE	NH
NJLG-UST I, LLC	100%	DE	NJ
NYLG - UST I, LLC	100%	DE	NY
OHLG-UST I, LLC	100%	DE	OH
PALG - UST I, LLC	100%	DE	PA
PALG - UST II, LLC	100%	DE	PA
PALG - UST III, LLC	100%	DE	PA
PALG - UST IV, LLC	100%	DE	PA
PALG - UST VI, LLC	100%	DE	PA

SCHEDULE II
TO UNDERWRITING AGREEMENT

PALG-UST V, LLC	100%	DE	PA

SCHEDULE II
TO UNDERWRITING AGREEMENT

SCHEDULE III - TIME OF SALE INFORMATION

Number of Firm Units: 6,000,000

Public Offering Price: 18.60

SCHEDULE III
TO UNDERWRITING AGREEMENT

SCHEDULE IV — SIGNATORIES TO LOCK-UP LETTERS

Mark L. Miller
David Hrinak
Warren S. Kimber, Jr.
John F. Malloy
James H. Miller
John B. Reilly, III
Maura Topper
Robert L. Wiss
Jack Hooven
Steven Lattig
Keith De Sena
Tracy Derstine
Any other purchaser of in excess of 5,000 Common Units in the Directed Unit Program

SCHEDULE IV
TO UNDERWRITING AGREEMENT

SCHEDULE V — TESTING THE WATERS COMMUNICATIONS

None

SCHEDULE V
TO UNDERWRITING AGREEMENT

EXHIBIT A

, 2012

RAYMOND JAMES & ASSOCIATES, INC.
As Representative of the Several Underwriters
c/o Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, FL 33716

Re: **Lehigh Gas Partners LP (the "*Partnership*") —**
Restriction on Common Unit Sales

Dear Madams and Sirs:

The undersigned understands that you and certain other firms (the "***Underwriters***") propose to enter into an Underwriting Agreement (the "***Underwriting Agreement***") providing for the purchase by the Underwriters of common units (the "***Common Units***") representing limited partner interests in Lehigh Gas Partners LP, a Delaware limited partnership (the "***Partnership***"), and that the Underwriters propose to reoffer the Common Units to the public (the "***Offering***").

In consideration of the execution of the Underwriting Agreement by the Underwriters, and for other good and valuable consideration, the undersigned hereby irrevocably agrees that without the prior written consent of Raymond James & Associates, Inc., that the undersigned will not (i) offer, sell, contract to sell, pledge, grant any option to purchase or otherwise dispose of (collectively, a "***Disposition***") any Common Units, or any securities convertible into or exercisable or exchangeable for, or any rights to purchase or otherwise acquire, any Common Units held by the undersigned or acquired by the undersigned after the date hereof, or that may be deemed to be beneficially owned by the undersigned pursuant to the rules and regulations promulgated under the Securities Act of 1933, as amended (the "***Act***"), and the Securities Exchange Act of 1934, as amended (collectively, the "***Lock-Up Securities***"), for a period commencing on the date hereof and ending 180 days after the date of the Partnership's Prospectus first filed pursuant to Rule 424(b) promulgated under the Act, inclusive (the "***Lock-Up Period***"), without the prior written consent of Raymond James & Associates, Inc. or (ii) exercise or seek to exercise or effectuate in any manner any rights of any nature that the undersigned has or may have hereafter to require the Partnership to register under the Act the undersigned's sale, transfer or other disposition of any of the Lock-Up Securities or other securities of the Partnership held by the undersigned, or to otherwise participate as a selling securityholder in any manner in any registration effected by the Partnership under the Act, including under the Registration Statement, during the Lock-Up Period. Notwithstanding the foregoing, if (x) during the last 17 days of the Lock-Up Period, the Partnership issues a release concerning earnings or material news or a material event relating to the Partnership occurs, or (y) prior to the expiration of the Lock-Up Period, the Partnership announces it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, the restrictions imposed in this letter agreement shall continue to apply until the expiration of the 18- day period beginning on the issuance of the release concerning earnings or material news or the occurrence of the material event. The foregoing restrictions are expressly agreed to preclude the

undersigned from engaging in any hedging, collar (whether or not for any consideration) or other transaction that is designed to or reasonably expected to lead or result in a Disposition of Lock-Up Securities during the Lock-Up Period, even if such Lock-Up Securities would be disposed of by someone other than such holder. Such prohibited hedging or other transactions would include any short sale or any purchase, sale or grant of any right (including any put or call option or reversal or cancellation thereof) with respect to any Lock-Up Securities or with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from Lock-Up Securities.

Notwithstanding the agreement not to make any Disposition during the Lock-Up Period, you have agreed that the foregoing restrictions shall not apply to the following:

1. the offer and sale of the Common Units being offered pursuant to the prospectus included in the Registration Statement, including, without limitation, any Common Units issued or issuable upon the exercise of the Underwriters' option to purchase additional Common Units to cover over-allotments as contemplated in such prospectus, (the "Offering"); provided, however, that this exception is not intended to apply to any Disposition of Common Units acquired by the undersigned in the Offering that is not otherwise permitted by the terms of this letter agreement;

2. any exercise of options or other equity-based awards pursuant to the Partnership's or its subsidiaries' equity plans as in effect on the date hereof and described in the Registration Statement, or the surrender of Lock-Up Securities to cover the exercise price and/or applicable taxes relating to the exercise of an option or delivery of other equity-based awards permitted by this clause 2; or

3. any transfer (i) to an affiliate or (ii) as a bona fide gift (provided that in the case of any such transfer (A) the transferee or donee shall execute and deliver a lock-up letter agreement substantially in the form of this lock-up letter agreement and (B) no filing on Form 4 under Section 16(a) of the Securities Exchange Act of 1934, as amended, reporting a reduction in beneficial ownership of Common Units, shall be required or voluntarily made during the Lock-Up Period).

It is understood that, if the Underwriting Agreement (other than the provisions thereof that survive termination) shall terminate or be terminated prior to payment for and delivery of the Units, then the undersigned shall no longer be subject to the provisions of this letter agreement.

In furtherance of the foregoing, the Partnership and its transfer agent and registrar are hereby authorized to decline to make any transfer of Lock-Up Securities if such transfer would constitute a violation or breach of this letter. This letter shall be binding on the undersigned and the respective successors, heirs, personal representatives and assigns of the undersigned. Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Underwriting Agreement.

Very truly yours,

EXHIBIT B

Form of Opinion of Duane Morris, LLP

1. The Partnership has been duly formed and is validly existing in good standing as a limited partnership under the laws of the State of Delaware, with all requisite limited partnership power and authority to own or lease its properties and to conduct its business in all material respects. The Partnership is duly registered or qualified as a foreign limited partnership for the transaction of business under the laws of each jurisdiction set forth on a schedule to this opinion.

2. LG LLC has been duly formed as a limited liability company under the Delaware LLC Act, with all necessary limited liability company power and authority to own or lease its properties and to conduct its business in all material respects. LG LLC is duly registered or qualified as a foreign limited liability company for the transaction of business under the laws of each jurisdiction set forth on a schedule to this opinion.

3. LGW has been duly formed as a corporation under the DGCL, with all necessary corporate power and authority to own or lease its properties and to conduct its business in all material respects. LGW is duly registered or qualified as a foreign corporation for the transaction of business under the laws of each jurisdiction set forth on a schedule to this opinion.

4. LGP Realty has been duly formed and is validly existing in good standing as a limited partnership under the laws of the State of Delaware, with all requisite limited partnership power and authority to own or lease its properties and to conduct its business in all material respects. LGP Realty is duly registered or qualified as a foreign limited partnership for the transaction of business under the laws of each jurisdiction set forth on a schedule to this opinion.

5. LGP Realty GP has been duly formed as a limited liability company under the Delaware LLC Act, with all necessary limited liability company power and authority to own or lease its properties and to conduct its business in all material respects. LGP Realty GP is duly registered or qualified as a foreign limited liability company for the transaction of business under the laws of each jurisdiction set forth on a schedule to this opinion.

6. Each of the Real Property Subsidiaries has been duly formed and is validly existing in good standing as a limited liability company under the laws of the State of Delaware, with all necessary limited liability company power and authority to own or lease its respective properties and to conduct its respective businesses in all material respects. Each of the Real Property Subsidiaries is duly registered or qualified as a foreign limited liability company for the transaction of business under the laws of each jurisdiction set forth on a schedule to this opinion.

7. The General Partner has been duly formed and is validly existing in good standing as a limited liability company under the Delaware LLC Act, with all requisite limited liability company power and authority to own or lease its properties and to conduct its business in all material respects. The General Partner is duly registered or qualified as a foreign limited liability company for the transaction of business under the laws of each jurisdiction set forth on a schedule to this opinion.

8. LGC owns all of the issued and outstanding membership interests in the General Partner. Such interests have been duly authorized and validly issued in accordance with the General Partner Agreement, and are fully paid (to the extent required under the General Partner Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act), and LGC owns such membership interests free and clear of all Liens (a) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming LGC as debtor is on file as of a recent date in the office of the Secretary of State of the State of Delaware, or (b) otherwise known to us.

9. The General Partner has all the necessary limited liability company power and authority to serve as general partner of the Partnership in all material respects.

10. The General Partner is the sole general partner of the Partnership with a non-economic general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the Partnership Agreement; and the General Partner owns such general partner interest free and clear of all Liens (a) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the General Partner as debtor is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to us, other than those created by or arising under the Delaware LP Act.

11. The General Partner owns all of the Incentive Distribution Rights; such Incentive Distribution Rights and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by the matters described in Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and the General Partner owns the Incentive Distribution Rights free and clear of all Liens (a) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the General Partner as debtor is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to us, other than those created by or arising under the Delaware LP Act.

12. The Topper Group, the Kimber Group and the Reilly Group collectively own all of the Sponsor Units; such Sponsor Units and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement, and are fully paid (to the extent required under Partnership Agreement) and nonassessable (except as such nonassessability may be affected by the matters described in Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and Sponsor Units are owned free and clear of all Liens (a) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Topper Group, the Kimber Group and the Reilly Group as debtors is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to us, other than those created by or arising under the Delaware LP Act.

13. The Units to be issued and sold to the Underwriters pursuant to this Agreement and the limited partner interests represented thereby have been duly authorized by the Partnership Agreement and, when issued and delivered against payment therefor as provided in this Agreement, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by the matters

described in Section 17-303, 17-607 and 17-804 of the Delaware LP Act). Other than the Sponsor Units, the Incentive Distribution Rights, any limited partner interests issued pursuant to the Partnership's long-term incentive plan and any Common Units sold pursuant to the Directed Unit Program, the Units are the only limited partner interests of the Partnership issued and outstanding.

14. Except as described in the Registration Statement, the Time of Sale Information and the Prospectus or as provided in the Operative Agreements, the New Credit Agreement or the registration rights agreement to be entered into by and among the Partnership, Joseph V. Topper, Jr., John B. Reilly, III, LGC, KPC, and KPO, (a) there are no options, warrants, preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any interest in any of the Partnership Entities pursuant to their Organizational Documents or any agreement listed as an exhibit to the Registration Statement to which any of the Partnership Entities is a party or by which any of them may be bound; and (b) to our knowledge, neither the filing of the Registration Statement nor the offering or sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership, except such rights as have been waived or satisfied.

15. After giving effect to the Transactions, the Partnership will own 100% of the limited liability company interests in LG LLC; such limited liability company interests will have been duly authorized and validly issued in accordance with LG LLC's Organizational Documents, and will be fully paid (to the extent required under LG LLC's limited liability company) and nonassessable (except as such nonassessability may be affected by the matters described in Sections 18-303, 18-607 and 18-804 of the Delaware LLC Act); and the Partnership will own such limited liability company interests free and clear of all Liens (a) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Partnership as

debtor is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to us, other than those set forth in the Registration Statement, the Time of Sale Information and the Prospectus or created by or arising under the Delaware LLC Act or pursuant to the New Credit Agreement.

16. After giving effect to the Transactions, the Partnership will own 100% of the outstanding shares of common stock of LGW; such shares of common stock have been duly authorized and validly issued in accordance with LGW's Organizational Documents, and will be fully paid (to the extent required under the bylaws and other organizational documents of LGW) and nonassessable, and the Partnership owns such common stock free and clear of all Liens (a) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Partnership as debtor is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to us, other than those set forth in the Registration Statement, the Time of Sale Information and the Prospectus or created by or arising under the Delaware LLC Act or pursuant to the New Credit Agreement.

17. After giving effect to the Transactions, LGP Realty or LGW will own 100% of the limited liability company interests in each of the Real Estate Subsidiaries and the LGC Contributed Subsidiaries; such limited liability company interests will have been duly authorized and validly issued in accordance with the Organizational Agreement of the applicable Real Estate Subsidiary or LGC Contributed Subsidiary, and will be fully paid (to the extent required under the Organizational Agreement of the applicable Real

Estate Subsidiary or LGC Contributed Subsidiary) and nonassessable (except as such nonassessability may be affected by matters described in Sections 18-303, 18-607 and 18-804 of the Delaware LLC Act), and LGP Realty and LGW will own such limited liability company interests free and clear of all Liens (a) other than in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming LGP Realtyor LGW as debtor is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to us, other than those set forth in the Registration Statement, the Time of Sale Information and the Prospectus or created by or arising under the Delaware LLC Act, or other than those pursuant to the New Credit Agreement and the pledge, security agreements and other ancillary documents thereto.

18. The Partnership owns a 99.9% limited partner interest in LGP Realty; such limited partner interests have been duly authorized and validly issued in accordance with the LGP Realty Partnership Agreement, and are fully paid (to the extent required under the LGP Realty Partnership Agreement) and nonassessable (except as such nonassessability may be affected by the matters described in Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); and such interests are owned free and clear of all Liens (a) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Partnership as debtor is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to us, other than those created by or arising under the Delaware LP Act.

19. LGP Realty GP owns a 0.1% general partner interest in and is the sole general partner of LGP Realty; such general partner interest has been duly authorized and validly issued in accordance with the LGP Realty Partnership Agreement; and LGP Realty GP owns such general partner interest free and clear of all Liens (a) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming LGP Realty GP as debtor is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to us, other than those created by or arising under the Delaware LP Act.

20. LGP Realty GP has all the necessary limited liability company power and authority to serve as general partner of LGP Realty in all material respects.

21. The Organizational Documents have been duly authorized, executed and delivered by the respective Partnership Entities party thereto and each is a valid and legally binding agreement of the respective Partnership Entities party thereto, enforceable against such Partnership Entities party thereto in accordance with its terms; provided, that, with respect to each such agreement, the enforceability thereof (a) may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws relating to or affecting creditors' rights or remedies generally, public policy, applicable law relating to fiduciary duties, and the implied covenant of good faith and fair dealing, and (b) is subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

22. To our knowledge, there is no legal or governmental proceeding pending or threatened to which any of the Partnership Entities or their respective subsidiaries is a party or to

which any of their respective properties is subject that is required by the Securities Act to be disclosed in the Time of Sale Information or the Prospectus and is not so disclosed.

23. To our knowledge, there are no agreements, contracts or other documents to which any of the Partnership Entities is a party or is bound that are required by the Securities Act to be described in the Registration Statement, the Time of Sale Information or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

24. Each of the Partnership Parties has all requisite limited partnership or limited liability company power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. The Partnership has all requisite limited partnership power and authority to issue, sell and deliver (a) the Units in accordance with and upon the terms and conditions set forth in this Agreement, the Partnership Agreement, the Registration Statement, the Time of Sale Information and the Prospectus (b) the Incentive Distribution Rights, in accordance with and upon the terms and conditions set forth in the Partnership Agreement and (c) the Sponsor Units in accordance with and upon the terms and conditions set forth in the Contribution Agreement. All limited partnership and limited liability company action, as the case may be, required to be taken by any of the Partnership Entities or any of their respective partners or members for the authorization, issuance, sale and delivery of the Units, the Incentive Distribution Rights, and the Sponsor Units, the execution and delivery of this Agreement and the Transaction Agreements by each of the Partnership Entities party thereto and the consummation of the transactions (including the Transactions) contemplated hereby and thereby has been validly taken.

25. This Agreement has been duly authorized, executed and delivered by each of the Partnership Parties and the Topper Group Parties.

26. The Transaction Documents have been duly authorized, executed and delivered by the Partnership Entities and Topper Group Parties party thereto and are valid and legally binding agreements of the Partnership Entities and Topper Group Parties party thereto, enforceable against each such Partnership Entity and Topper Group Party that is a party thereto in accordance with their terms, provided, that, with respect to each such agreement, the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws relating to or affecting creditors' rights or remedies generally, public policy, applicable laws relating to fiduciary duties, and the implied covenant of good faith and fair dealing, and (b) is subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

27. The Contribution Documents are in a form legally sufficient as between the parties thereto to transfer or convey to the transferee thereunder all of the right, title and interest of the transferor stated therein in and to the ownership interests, assets and rights purported to be transferred thereby (other than transfers or conveyances that are not governed by an organizational document of Partnership Entity or the laws of Delaware, New York or the United States of America, as to which we do not express an opinion), as described in the Contribution Documents, subject to the conditions, reservations and limitations contained in the Contribution Documents.

28. None of (a) the offering, issuance or sale by the Partnership of the Units or the application of the proceeds from the sale of the Units as described under "Use of Proceeds" in the Registration Statement, the Time of Sale Information and the Prospectus, (b) the execution, delivery and performance of this Agreement or the Transaction Documents by the Partnership Entities or Topper Group Parties which are parties hereto or thereto, as the case may be, or (c) the consummation of the transactions (including the Transactions) contemplated by this Agreement or the Transaction Documents, (i) conflicts with or will conflict with or constitutes or will constitute a violation of the Organizational Documents, (ii) conflicts with or will conflict with or constitutes or will constitute a breach or violation of, or a default under (or an event which, with notice or lapse of time or both, would constitute such a default), any agreement or instrument filed as an exhibit to the Registration Statement, (iii) violates or will violate the Delaware LLC Act, the Delaware LP Act, the laws of the State of New York or federal law, (iv) violates or will violate any order, judgment, decree or injunction known to us of any U.S. Federal or Delaware court or governmental agency or authority having jurisdiction over any of the Partnership Entities or the Topper Group Parties or their subsidiaries, or any of their properties or assets in a proceeding in which any of them or their respective property is a party or (v) results or will result in the creation or imposition of any Lien upon any property or assets of any of the Partnership Entities under any agreement filed as an exhibit to the Registration Statement to which any of the Partnership Entities is a party or by which any of them or any of their respective properties may be bound, which breaches, violations, defaults, or Liens, in the case of clauses (ii), (iii), (iv) or (v) would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, it being understood that we do not express an opinion in clause (iii) of this paragraph 28 with respect to any securities or other anti-fraud law.

29. The opinion letter of Duane Morris LLP that is filed as Exhibit 8.1 to the Registration Statement is confirmed, and the Underwriters may rely upon such opinion letter as if it were addressed to them.

30. No permit, consent, approval, authorization, order, registration, filing of or with any federal or Delaware court, governmental agency or body having jurisdiction over any of the Partnership Entities or any of their respective properties is required in connection with the offering, issuance or sale by the Partnership of the Units, the execution, delivery and performance of this Agreement and the Transaction Documents by the Partnership Entities party thereto or the consummation of the transactions (including the Transactions) contemplated by this Agreement or the Transaction Documents except (a) such as required under the Securities Act, the Exchange Act, the Blue Sky laws of any jurisdiction or the by-laws and rules of the FINRA, as to which we do not express any opinion, (b) such as have been obtained or made and (c) such that the failure to obtain would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

31. The Registration Statement was declared effective under the Securities Act as of the date and time specified in such opinion; to our knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or threatened by the Commission; and any required filing of the Prospectus pursuant to Rule 424(b) under the Securities Act has been made in the manner and within the time period required by such Rule.

32. The Registration Statement and the Prospectus, as of their respective effective or issue dates (except for the financial statements and the related notes and schedules thereto and the auditor's report thereon and the other financial and accounting data included therein or in exhibits to or excluded from the Registration Statement, as to which we do not express any opinion) comply as to form in all material respects with the requirements of the Securities Act.

33. The Partnership is not, and after the sale of the Units to be sold by the Partnership pursuant to this Agreement and the application of the net proceeds therefrom as described under "Use of Proceeds" in the Prospectus, will not be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended.

34. The statements in the Time of Sale Information and the Prospectus under the captions "Cash Distribution Policy and Restrictions on Distributions," "How We Make Distributions to Our Partners," "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—New Credit Agreement," "Business—Environmental," "—Security Regulation," "—Employee Safety," "Certain Relationships and Related Party Transactions," "Conflicts of Interest and Fiduciary Duties," "Description of the Common Units," "The Partnership Agreement" and "Investment by Employee Benefit Plans", insofar as they purport to constitute summaries of provisions of federal or New York statutes, rules or regulations, the Delaware LP Act or the Delaware LLC Act or of any specific agreement, constitute accurate summaries thereof in all material respects; and descriptions of the Common Units contained in the Time of Sale Information and the Prospectus under the captions "Summary—The Offering," "Cash Distribution Policy and Restrictions on Distributions," "How We Make Distributions to Our Partners," "Description of Common Units" and "The Partnership Agreement" constitute accurate summaries of the terms of the Common Units in all material respects.

In addition, we have participated in conferences with officers and other representatives of the Partnership Entities and the independent public accountants of the Partnership and the Underwriters' representatives, at which the contents of the Registration Statement, the Time of Sale Information and the Prospectus and related matters were discussed, and although we have not independently verified, are not passing on, and are not assuming any responsibility for the accuracy, completeness or fairness of the statements contained in, the Registration Statement, the Time of Sale Information and the

Prospectus (except to the extent specified in paragraphs 29 and 34 of the foregoing opinion), on the basis of the foregoing, no facts have come to our attention that lead us to believe that:

(a) the Registration Statement, as of the Effective Date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(b) the Time of Sale Information, as of the Time of Sale, included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(c) the Prospectus, as of its date and as of the applicable Closing Date, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading,

it being understood that, in each case, we do not express any statement or belief with respect to the financial statements and the related notes and schedules thereto and the auditor's report thereon and the other financial and accounting data included in or omitted from the Registration Statement or exhibits thereto, the Time of Sale Information and the Prospectus.

In rendering our opinion, (a) we have relied in respect of matters of fact upon certificates of officers and employees of the Partnership Entities, to the extent we have deemed appropriate, and upon information obtained from public officials, (b) we have assumed, that the signatures on all documents examined by us are genuine, (c) with respect to the opinions expressed as to the due qualification or registration as a foreign limited partnership or limited liability company, as the case may be, of the Partnership Entities, our opinions are based upon certificates of foreign qualification or registration provided by the Secretary of State, or other appropriate state authority, of the states listed on an annex to be attached to our opinion (each of which shall be dated as of a recent date and shall be provided to counsel to the Underwriters), and (d) we express no opinion with respect to (i) any permits to own or operate any real or personal property or (ii) state or local taxes or tax statutes to which any of the limited partners of the Partnership or any of the Partnership Entities may be subject.

Exhibit 2.1

MERGER, CONTRIBUTION, CONVEYANCE AND ASSUMPTION

AGREEMENT

By and Among

LEHIGH GAS PARTNERS LP,

LEHIGH GAS GP LLC,

LEHIGH GAS CORPORATION,

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,

LEHIGH GAS — OHIO, LLC,

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

JOSEPH V. TOPPER, JR.

Dated as of October 30, 2012

MERGER, CONTRIBUTION, CONVEYANCE AND ASSUMPTION

AGREEMENT

This Merger, Contribution, Conveyance and Assumption Agreement, dated as of October 30, 2012 (this "*Agreement*"), is by and among Lehigh Gas Partners LP, a Delaware limited partnership (the "*Partnership*"), Lehigh Gas GP LLC, a Delaware limited liability company (the "*General Partner*"), Lehigh Gas Corporation, a Delaware corporation ("*LGC*"), LGP Realty Holdings LP, a Delaware limited liability company ("*LGP Realty*"), Lehigh Gas Wholesale Services, Inc., a Delaware corporation ("*LGW*"), Lehigh Gas Wholesale LLC, a Delaware limited liability company ("*LG LLC*"), Lehigh Kimber Realty, LLC, a Delaware limited liability company ("*Kimber Realty*"), Energy Realty OP LP, a Delaware limited partnership ("*Energy*"), EROP — Ohio Holdings, LLC, a Delaware limited liability company ("*EROP*"), Kwik Pik Realty — Ohio Holdings, LLC, a Delaware limited liability company ("*Kwik*"), Lehigh Gas — Ohio, LLC, a Delaware limited liability company ("*LGO*"), Lehigh Gas Ohio II, LLC, a Delaware limited liability company ("*LGO Distributee*"), Kwik Pik Realty — Ohio Holdings, LLC, a Delaware limited liability company ("*KPO*"), Kimber Petroleum Corporation, a New Jersey corporation ("*KPC*"), Kwik Pik — PA, LLC, a Delaware limited liability company ("*KPP*"), Lehigh Kimber Realty II, LLC, a Delaware limited liability company ("*Kimber Realty II*"), Energy Realty OP II LP, a Delaware limited partnership ("*Energy II*"), EROP — Ohio Holdings II, LLC, a Delaware limited liability company ("*EROP II*"), Kwik Pik Realty — Ohio Holdings II, LLC, a Delaware limited liability company ("*Kwik II,*"), John B. Reilly, III and Joseph V. Topper, Jr. The above named entities are sometimes referred to in this Agreement individually as a "*Party*" and collectively as the "*Parties*." Capitalized terms used herein shall have the meanings assigned to such terms in Article I.

RECITALS

WHEREAS, prior to the date hereof, LGC formed the General Partner and contributed $1,000 in exchange for all of the membership interests in the General Partner;

WHEREAS, thereafter and prior to the date hereof, the General Partner and LGC formed the Partnership pursuant to the Delaware LP Act for the purpose of engaging in any business activity that lawfully may be conducted by a limited partnership organized pursuant to the Delaware LP Act with the General Partner receiving a non-economic general partnership interest in the Partnership and LGC having contributed $1,000 to the Partnership in exchange for all of the limited partner interests in the Partnership;

WHEREAS, thereafter and prior to the date hereof, the Partnership formed: (a) LG LLC, to which the Partnership contributed $1,000 in exchange for all of the membership interest of LG LLC, a "disregarded entity" for United States federal income tax purposes and (b) LGW, to which the Partnership contributed $1,000 in exchange for all of the outstanding common stock of LGW;

WHEREAS, thereafter and prior to the date hereof: (a) LGP Realty Holdings GP LLC ("*LGP Realty GP*") was duly formed as a Delaware limited liability company, to which the Partnership contributed $100 in exchange for all of the membership interests therein, and (b)

LGP Realty was duly formed as a Delaware limited partnership, to which the Partnership contributed $99.90 in exchange for a 99.9% limited partnership interest therein and LGP Realty GP contributed $0.10 in exchange for a 0.1% general partner interest therein;

WHEREAS, as a limited liability company all of the membership interests of which are owned by the Partnership and for which no election has been made to be treated as an entity taxable as a corporation for United States federal income tax purposes, LGP Realty GP is a "disregarded entity" for United States federal income tax purposes;

WHEREAS, as the Partnership owns the 99.9% limited partnership interest in LGP Realty and is treated as owning the 0.1% general partner interest in LGP Realty that LGP Realty GP owns (by reason of LGP Realty GP being a "disregarded entity" for United States federal income tax purposes), and as no election has been made for LGP Realty to be treated as an entity taxable as a corporation for United States federal income tax purposes, LGP Realty constitutes a "disregarded entity" for United States federal income tax purposes;

WHEREAS, thereafter and prior to the date hereof:

(A) Kimber Realty II was duly formed as a Delaware limited liability company in which Topper and Reilly collectively own, directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of Kimber Realty;

(B) Energy II was duly formed as a Delaware limited liability company in which Topper and Reilly collectively own, directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of Energy;

(C) EROP II was duly formed as a Delaware limited liability company in which Topper and Reilly collectively own, directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of EROP;

(D) Kwik II was duly formed as a Delaware limited liability company in which Topper and Reilly collectively own, directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of Kwik;

(E) LGO Distributee was duly formed as a Delaware limited liability company in which Topper and Reilly collectively own, directly or indirectly, 100% of the membership interests and individually own, directly or indirectly, identical membership interests as they own membership interests of LGO;

WHEREAS, prior to the date hereof, Topper had a controlling ownership interest in each of the Contributed Entities;

WHEREAS, on the date hereof, interests in LGO Holdings representing, in the aggregate, ninety-five percent (95%) of the total assets and net profits of LGO Holdings are

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owned by persons whose interests in the total assets and net profits of LGO Holdings are not treated as being constructively owned (pursuant to the constructive ownership rules of Section 318 of the Code, as modified by Sections 856(d)(5) and 7704(d)(3)(B) of the Code) by the Partnership;

WHEREAS, at least one (1) day prior to the date of the Effective Time, LGO will have distributed and assigned the Former LGO Assets/Liabilities to LGO Distributee;

WHEREAS, pursuant hereto and immediately prior to the Effective Time:

1. Each Contributed Entity shall have distributed its respective Spun-Off Assets to Kimber Realty II, Energy II, EROP II and Kwik II (together, the "*Spun-Off Assets Distributees*") as set forth herein.

2. In accordance with the terms and conditions of the Plan of Merger attached hereto as Exhibit A (the "*Merger Plan*"), each Contributed Entity will be merged (the "*Contributed Entities Merger*") with and into LGP Realty, with LGP Realty to be the surviving entity and with the separate existence of each Contributed Entity to thereupon cease. Following the Contributed Entities Merger, and except as otherwise provided herein, each of the subsidiaries of the Contributed Entities will be subsidiaries of LGP Realty.

Contemporaneously with the Contributed Entities Merger, the Contributed Entities will (x) contribute and assign their respective Contributed LGW Assets/Liabilities directly to LGW in a single transfer, and (y) cause their respective direct and indirect subsidiaries to contribute their respective Contributed LGW Assets/Liabilities directly to LGW in a single transfer.

In consideration of the foregoing, the Partnership shall:

(a) in the case of each Contributed Entity other than Kimber Realty, issue to the member(s)/partner(s) of such Contributed Entity such number of Common Units and such number of Subordinated Units and shall distribute to such member(s)/partner(s) of such Contributed Entity such amount of cash, all as set forth on Exhibit B attached hereto; and

(b) in the case of Kimber Realty, (x) issue to the holders of the non-preferred equity of Kimber Realty such number of Common Units, such number of Subordinated Units, and/or such amount of cash as set forth on Exhibit B attached hereto, and (y) pay to the holders of the preferred equity of Kimber Realty $13,000,000 in cash as consideration for the cancellation of the holders' mandatorily redeemable preferred member interests in Kimber Realty and pay in cash the amount of accrued but unpaid interest on the mandatorily redeemable preferred member interests.

3. As a result of the Contributed Entities Merger, all debts, liabilities and duties of each of the Contributed Entities shall attach to LGP Realty and may be enforced against LGP Realty to the same extent as if said debts, liabilities and duties had been incurred or contracted by LGP Realty, including without limitation:

(a) the aggregate amount of outstanding borrowings of the Contributed Entities incurred under the Existing Credit Agreement as set forth on Exhibit B attached hereto;

(b) the aggregate principal amount of outstanding mortgage notes of the Contributed Entities as set forth on Exhibit B hereto; and

(c) certain accrued expenses, trade account payables, fuel taxes payables, capital lease payables, security deposit obligations and interest rate swap obligations of the Contributed Entities.

4. The Partnership will issue to the General Partner such number of Incentive Distribution Rights as set forth on Exhibit B attached hereto.

5. LGC will contribute and assign all of the LGC MLP Assets/Liabilities directly to LG LLC in a single transfer, all of the LGC LGW Assets/Liabilities directly to LGW in a single transfer, and all of the LGC LGP Realty Assets Liabilities to LGP Realty, in exchange for which the Partnership shall issue to LGC such number of Common Units as set forth on Exhibit B attached hereto.

6. KPC will contribute and assign all of the KPC MLP Assets/Liabilities directly to LG LLC in a single transfer, all of the KPC LGW Assets/Liabilities directly to LGW in a single transfer, and all of the KPC LGP Realty Assets Liabilities to LGP Realty, in exchange for which the Partnership shall issue to KPC such number of Common Units as set forth on Exhibit B attached hereto.

7. KPO will contribute and assign all of the KPO MLP Assets/Liabilities directly to LG LLC in a single transfer, all of the KPO LGW Assets/Liabilities directly to LGW in a single transfer, and all of the KPO LGP Realty Assets Liabilities to LGP Realty, in exchange for which the Partnership shall issue to KPO such number of Common Units as set forth on Exhibit B attached hereto.

8. KPP will contribute and assign all of the KPP MLP Assets/Liabilities directly to LG LLC in a single transfer, all of the KPP LGW Assets/Liabilities directly to LGW in a single transfer, and all of the KPP LGP Realty Assets Liabilities to LGP Realty, in exchange for which the Partnership shall issue to KPP such number of Common Units as set forth on Exhibit B attached hereto.

9. LGO Distributee will contribute and assign all of the Former LGO MLP Assets/Liabilities directly to LG LLC in a single transfer, all of the Former LGO LGW Assets/Liabilities directly to LGW in a single transfer, and all of the Former LGO LGP Realty Assets/Liabilities to LGP Realty, in exchange for which the Partnership shall issue to LGO Distributee such number of Common Units as set forth on Exhibit B attached hereto.

10. Topper will contribute and assign, or caused to be contributed and assigned, all of the Topper MLP Assets/Liabilities directly to LG LLC in a single transfer, all of the Topper LGW Assets/Liabilities directly to LGW in a single transfer, and all of the Topper LGP Realty Assets/Liabilities directly to LGP Realty in a single transfer, in exchange for which the

Partnership shall issue to Topper such number of Common Units as set forth on Exhibit B attached hereto.

11. LGO will enter into:

(a) fixed rent lease agreements whereby LGO will lease either real property only or real property and personal property from certain subsidiaries of LGP Realty;

(b) a fixed rent lease agreement whereby LGO will lease certain personal property from LGW; and

(c) a supply agreement whereby LGO will purchase wholesale motor fuel from LG LLC.

WHEREAS, each of following will occur at the Effective Time in the order set forth herein:

1. In connection with the Offering, the public, through the Underwriters, will contribute to the Partnership an amount of cash agreed upon by the Underwriters, the Partnership and the General Partner pursuant to the Underwriting Agreement, less the Underwriters' Spread (such amount of cash less

the Underwriters' Spread, the "*Net Offering Proceeds*"), in exchange for the Firm Units.

2. The Partnership will pay Raymond James & Associates, Inc. a structuring fee equal to 0.50% of the gross proceeds of the Offering (the "*Structuring Fee*"). The Partnership will pay to Raymond James & Associates, Inc. the Structuring Fee associated with any exercise of the Underwriter's Option (the "*Option Structuring Fee*").

3. The Partnership will pay all transaction expenses incurred in connection with the transactions contemplated hereby and by the Registration Statement.

4. The Partnership will enter into the Credit Agreement providing the Partnership with a $249 million senior secured revolving credit facility, which may be increased to $324 million if certain conditions are met (the "*New Credit Facility*").

5. In accordance with, and as contemplated by, this Agreement, the Partnership will use proceeds drawn under the New Credit Facility and/or Net Offering Proceeds (or some combination thereof) to (i) re-finance, and pay off, all amounts outstanding under the Existing Credit Agreement; (ii) pay all transaction expenses, and (iii) fund the distributions to member(s)/partner(s) of one or more of the Contributed Entities, LGC, KPC, KPO, KPP and/or LGO Distributee, as applicable, (iv) repurchase and redeem in full the mandatorily redeemable preferred member interests in Kimber Realty, and (v) repay in full the aggregate principal amount of outstanding mortgage notes of the Contributed Entities as set forth on Exhibit B hereto.

6. Topper will cause each Contributed Entity to terminate the 20-year "triple-net" master leases that are expressly identified and set forth on Exhibit C attached hereto.

WHEREAS, the shareholders, members or partners of the Parties have taken all corporate, limited liability company and partnership action, respectively, as the case may be, required to approve the transactions contemplated by this Agreement; and

WHEREAS, LGC and the Partnership may adjust upward or downward the number of Firm Units to be offered to the public through the Underwriters.

NOW, **THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The terms set forth below in this Article I shall have the meanings ascribed to them below or in the part of this Agreement referred to below:

"*Commission*" means the United States Securities and Exchange Commission.

"*Common Unit*" means a common unit representing a limited partner interest in the Partnership having the rights set forth in the Partnership Agreement.

"*Contributed Entity*" means each of Kimber Realty, Energy, EROP, and Kwik. "Contributed Entities" means, collectively, each Contributed Entity.

"*Contributed Entities Merger*" is defined in paragraph 12 of the recitals, item number two.

"*Contributed LGW Assets/Liabilities*" means, with respect to any Contributed Entity and any direct or indirect subsidiary of such Contributed Entity, such entity's underground storage tank(s), personal property and equity interests in certain of its subsidiaries identified and set forth on Exhibit D attached hereto, together with those of such entity's contractual rights (including, without limitation, under any lease, sub-lease or supply agreement to which such entity is a party), liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of any Contributed Entity as may be identified and set forth on Exhibit D attached hereto.

"*Credit Agreement*" means the Second Amended and Restated Credit Agreement, dated as of October 30, 2012, by and among the Partnership, KeyBank National Association, RBS Citizens, N.A. and Citizens Bank of Pennsylvania.

"*Credit Facility Proceeds*" means amounts drawn by the Partnership under the New Credit Facility.

"*Delaware LP Act*" means the Delaware Revised Uniform Limited Partnership Act, as same may be amended from time to time.

"*Effective Time*" means 10:00 a.m. Eastern Standard Time on the date of the closing of the Offering.

"*Existing Credit Agreement*" means the Amended and Restated Credit Agreement, dated as of December 30, 2010, by and among LGC, Energy, KPC, Kimber Realty, EROP, LGO, each of the lenders from time to time party thereto and KeyBank National Association, as has been amended from time to time.

"*Firm Units*" means the Common Units to be sold to the Underwriters pursuant to the terms of the Underwriting Agreement, but does not include any Option Units.

"*Former LGO Assets*" means, collectively, the Former LGO LGW Assets/Liabilities, the Former LGO MLP Assets/Liabilities and the Former LGO MLP Assets/Liabilities.

"*Former LGO LGW Assets/Liabilities*" means LGO Distributee's underground storage tanks and personal property identified and set forth on Exhibit E-1 attached hereto, together with those of LGO Distributee's contractual rights (including, without limitation, under any lease, sub-lease or supply agreement to which LGO Distributee is a party), liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of LGO Distributee as may be identified and set forth on Exhibit E-1 attached hereto.

"*Former LGO MLP Assets/Liabilities*" means LGO Distributee's contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which LGO is a party) identified and set forth on Exhibit E-2 attached hereto, and other assets and property related to, and/or employed by LGO Distributee in, LGO Distributee's wholesale motor fuel distribution and supply business, operations and/or activities (including, without limitation, dealer deposits, collateral and intangible assets), together with those of LGO Distributee's liabilities and obligations related thereto, associated therewith and/or secured thereby (including, without limitation, for motor fuel taxes), and any other assets and/or liabilities of LGO Distributee as may be identified and set forth on Exhibit E-2 attached hereto.

"*Former LGO LGP Realty Assets/Liabilities*" means LGO Distributee's real property identified and set forth on Exhibit E-3 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which LGO Distributee is a party) and other assets and property related thereto, together with those of LGO Distributee's liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of LGO Distributee as may be identified and set forth on Exhibit E-3 attached hereto.

"*GAAP*" means generally accepted accounting principles in the United States, consistently applied.

"*Governmental Authority*" means the United States, any foreign county, state, county, city or other incorporated or unincorporated political subdivision, agency or instrumentality thereof.

"*Incentive Distribution Right*" means a non-voting limited partner partnership interest that confers upon its holder only the rights and obligations specifically provided in the Partnership Agreement for Incentive Distribution Rights.

"*KPC*" is defined in the Preamble.

"*KPC LGW Assets/Liabilities*" means KPC's underground storage tanks and personal property identified and set forth on Exhibit F-1 attached hereto, together with those of KPC's contractual rights (including, without limitation, under any lease, sub-lease or supply agreement to which KPC is a party), liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of KPC as may be identified and set forth on Exhibit F-1 attached hereto.

"*KPC MLP Assets/Liabilities*" means KPC's real property and personal property identified and set forth on Exhibit F-2 attached hereto, together with those of KPC's contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which KPC is a party) and other assets and property related to, and/or employed by KPC in KPC's wholesale motor fuel distribution and supply business, operations and/or activities (including, without limitation, dealer deposits, collateral and intangible assets), together with those of KPC's liabilities and obligations related thereto, associated therewith and/or secured thereby (including, without limitation, for motor fuel taxes), and any other assets and/or liabilities of KPC as may be identified and set forth on Exhibit F-2 attached hereto.

"*KPC LGP Realty Assets/Liabilities*" means KPC's real property identified and set forth on Exhibit F-3 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which KPC is a party) and other assets and property related thereto, liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of KPC as may be identified and set forth on Exhibit F-3 attached hereto.

"*KPO*" is defined in the Preamble.

"*KPO LGW Assets/Liabilities*" means KPO's underground storage tanks and personal property identified and set forth on Exhibit G-1 attached hereto, together with those of KPO's contractual rights (including, without limitation, under any lease, sub-lease or supply agreement to which KPO is a party), liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of KPO as may be identified and set forth on Exhibit G-1 attached hereto.

"*KPO MLP Assets/Liabilities*" means KPO's real property and personal property identified and set forth on Exhibit G-2 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which KPO is a party) and other assets and property related to, and/or employed by KPO in, KPO's wholesale motor fuel distribution and supply business, operations and/or activities (including, without limitation, dealer deposits, collateral and intangible assets) identified and set forth on Exhibit G-2, together with those of KPO's liabilities and obligations related to all of the foregoing, associated therewith and/or secured thereby (including, without limitation, for motor fuel taxes), and any other assets and/or liabilities of KPO as may be identified and set forth on Exhibit G-2 attached hereto.

"*KPO LGP Realty Assets/Liabilities*" means KPO's real property identified and set forth on Exhibit G-3 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which KPO is a party) and

other assets and property related thereto, together with those of KPO's liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of KPO as may be identified and set forth on Exhibit G-3 attached hereto.

"*KPP*" is defined in the Preamble.

"*KPP LGW Assets/Liabilities*" means KPP's underground storage tanks and personal property identified and set forth on Exhibit H-1 attached hereto, together with those of KPP's contractual rights (including, without limitation, under any lease, sub-lease or supply agreement to which KPP is a party), liabilities and

obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of KPP as may be identified and set forth on Exhibit H-1 attached hereto.

"*KPP MLP Assets/Liabilities*" means KPP's real property and personal property identified and set forth on Exhibit H-2 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which KPP is a party) and other assets and property related to, and/or employed by KPP in, KPP's wholesale motor fuel distribution and supply business, operations and/or activities (including, without limitation, dealer deposits, collateral and intangible assets), together with those of KPP's liabilities and obligations related thereto, associated therewith and/or secured thereby (including, without limitation, for motor fuel taxes), and any other assets and/or liabilities of KPP as may be identified and set forth on Exhibit H-2 attached hereto.

"*KPP LGP Realty Assets/Liabilities*" means KPP's real property identified and set forth on Exhibit H-3 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which KPP is a party) and other assets and property related thereto, together with those of KPP's liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of KPP as may be identified and set forth on Exhibit H-3 attached hereto.

"*LGC*" is defined in the Preamble.

"*LG LLC*" is defined in the Preamble.

"*LGC LGW Assets/Liabilities*" means LGC's underground storage tanks, personal property and equity interests in certain of its subsidiaries identified and set forth on Exhibit I-1 attached hereto, together with those of LGC's contractual rights (including, without limitation, under any lease, sub-lease or supply agreement to which LGC is a party), liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of LGC as may be identified and set forth on Exhibit I-1 attached hereto.

"*LGC MLP Assets/Liabilities*" means LGC's real property and personal property identified and set forth on Exhibit I-2 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which LGC is a party) and other assets and property related to, and/or employed by LGC in, LGC's wholesale motor fuel distribution and supply business, operations and/or activities (including, without limitation, dealer deposits, collateral and intangible assets), together with those of LGC's liabilities and obligations related thereto, associated therewith and/or secured thereby (including,

without limitation, for motor fuel taxes), and any other assets and/or liabilities of LGC as may be identified and set forth on Exhibit I-2 attached hereto.

"*LGC LGP Realty Assets/Liabilities*" means LGC's real property identified and set forth on Exhibit I-3 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which LGC is a party) and other assets and property related thereto, together with those of LGC's liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of LGC as may be identified and set forth on Exhibit I-3 attached hereto.

"*LGO*" is defined in the Preamble.

"*LGO Distributee*" is defined in the Preamble.

"*LGO Holdings*" means Lehigh Gas — Ohio Holdings, LLC, a Delaware limited liability company.

"*LGW*" is defined in the Preamble.

"*Merger Plan*" is defined in paragraph 12 of the recitals, item number two.

"*Net Offering Proceeds*" is defined in the first paragraph of the sixth "Whereas" clause thereof.

"*New Credit Facility*" is defined in the fourth paragraph of the sixth "Whereas" clause hereof.

"*Offering*" means the Partnership's initial public offering of Common Units contemplated herein.

"*Omnibus Agreement*" means the Omnibus Agreement, dated as of October 30, 2012, by and among the Partnership, the General Partner, LGC, LGO and Topper.

"*Option Closing Date*" has the meaning assigned to it in the Partnership Agreement.

"*Option Structuring Fee*" is defined in the Recitals.

"*Option Units*" means the Common Units that the Partnership will agree to issue upon an exercise of the Underwriter's Option.

"*Original Partnership Agreement*" means that certain Agreement of Limited Partnership of the Partnership, dated as of December 2, 2011.

"*Partnership*" is defined in the Preamble.

"*Partnership Agreement*" means the First Amended and Restated Agreement of Limited Partnership of the Partnership, substantially in the form attached as Appendix A to the Registration Statement.

"*Party*" and "*Parties*" is defined in the Preamble.

"*Registration Statement*" means the Registration Statement on Form S-1 filed with the Commission (Registration No. 333-181370), as amended.

"*Reilly*" means John B. Reilly, III.

"*Spun-Off Assets*" means, with respect to each Contributed Entity, those real and personal properties (including underground storage tanks), equity interests in certain of such Contributed Entity subsidiaries and contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which such Contributed Entity is a party) that shall not be contributed and/or assigned to, or assumed by, the Partnership, all as are identified and set forth on Exhibit J attached hereto, together with those of such Contributed Entity's liabilities and obligations related thereto, associated therewith and/or secured thereby (including, without limitation, for motor fuel taxes).

"*Spun-Off Assets Distributee*" is defined in the Recitals.

"*Structuring Fee*" is defined in the Recitals.

"*Subordinated Unit*" means a subordinated unit representing a limited partner interest in the Partnership having the rights set forth in the Partnership Agreement.

"*Topper*" means Joseph V. Topper, Jr.

"*Topper LGW Assets/Liabilities*" means Topper's underground storage tanks and Topper's, direct or indirect, personal property identified and set forth on Exhibit K-1 attached hereto, together with those of Topper's contractual rights (including, without limitation, under any lease, sub-lease or supply agreement to which Topper is a party), direct or indirect, liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of Topper as may be identified and set forth on Exhibit K-1 attached hereto.

"*Topper MLP Assets/Liabilities*" means Topper's, direct or indirect, real property and personal property identified and set forth on Exhibit K-2 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which Topper is, directly or indirectly, a party) and other assets and property related to, and/or employed by Topper, directly or indirectly, in Topper's wholesale motor fuel distribution and supply business, operations and/or activities (including, without limitation, dealer deposits, collateral and intangible assets), together with those of Topper's, direct or indirect, liabilities and obligations related thereto, associated therewith and/or secured thereby (including, without limitation, for motor fuel taxes), and any other assets and/or liabilities of Topper as may be identified and set forth on Exhibit K-2 attached hereto.

"*Topper LGP Realty Assets/Liabilities*" means Topper's, direct or indirect, real property and personal property identified and set forth on Exhibit K-3 attached hereto, together with the contractual rights (including, without limitation, under any lease, sub-lease, supply, distribution or other agreement to which Topper or an entity controlled by Topper is a party) and other assets and property related thereto, together with those of Topper's liabilities and obligations related thereto, associated therewith and/or secured thereby, and any other assets and/or liabilities of Topper as may be identified and set forth on Exhibit K-3 attached hereto.

"*Underwriters*" means the underwriters listed in the Underwriting Agreement.

"*Underwriter's Option*" has the meaning set forth in the Partnership Agreement.

"*Underwriters' Spread*" means the total amount of the Underwriters' discount.

"*Underwriting Agreement*" means a firm commitment underwriting agreement to be entered into by and among LGC, the Partnership, the General Partner and the Underwriters.

ARTICLE II

MERGERS, CONTRIBUTIONS, ACKNOWLEDGEMENTS AND DISTRIBUTIONS

Section 2.1 Distributions of Former LGO Assets. One hour prior to the Effective Time, LGO shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to LGO Distributee (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the Former LGO Assets.

The transactions contemplated by Section 2.2 through Section 2.6 shall occur immediately prior to the Effective Time in the order set forth herein.

Section 2.2 Distributions of Spun-off Assets

(A) Kimber Realty shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to Kimber Realty II (and its successors and assigns, for its and their own use forever), all right, title and interest in and to its Spun-off Assets.

(B) Energy shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to Energy II (and its successors and assigns, for its and their own use forever), all right, title and interest in and to its Spun-off Assets.

(C) EROP shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to EROP II (and its successors and assigns, for its and their own use forever), all right, title and interest in and to its Spun-off Assets.

(D) Kwik shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to Kwik II (and its successors and assigns, for its and their own use forever), all right, title and interest in and to its Spun-off Assets.

Section 2.4 Contributed Entities Merger (and Agreed Tax Treatment and Reporting Thereof).

(A) The Contributed Entities Merger shall be consummated and, contemporaneously therewith, the Partnership shall (x) in the case of each Contributed Entity other than Kimber Realty, issue to the member(s)/partner(s) of such Contributed Entity such number of Common Units and such number of Subordinated Units and shall distribute to such member(s)/partner(s) of such Contributed Entity such amount of cash, all as set forth on Exhibit B attached hereto; and (y) in the case of Kimber Realty, (i) issue to the holders of the non-preferred equity of Kimber

Realty such number of Common Units, such number of Subordinated Units and/or such amount of cash, all as set forth on Exhibit B attached hereto, and (ii) pay to the holders of the preferred equity of Kimber Realty $13,000,000 in cash as consideration for the cancellation of the holders' mandatorily redeemable preferred member interests in Kimber Realty and pay in cash the amount of accrued but unpaid interest on the mandatorily redeemable preferred member interests. Any such cash that the Partnership shall distribute in connection with the Contributed Entities Merger shall be funded with the Net Offering Proceeds, Credit Facility Proceeds or some combination thereof, as shall be set forth on Exhibit B attached hereto. The Parties hereto hereby agree to treat and report the Contributed Entities Merger for all United States federal and, as applicable, state and local income tax purposes as a direct merger of the Contributed Entities with and into the Partnership and, further, as an "assets over" form of merger under Treasury Regulations Section 1.708-1(c) with the Contributed Entities being the terminated partnerships in such Contributed Entities Merger and the Partnership being the "resulting partnership" under such Treasury Regulations. The Parties further agree to treat and report for all United States federal and, as applicable, state and local income tax purposes the amount of cash (if any) distributed in connection with the Contributed Entities Merger as a reimbursement to the Contributed Entities of any capital expenditures incurred by it with respect to the property deemed to be contributed to the Partnership under Treasury Regulations Section 1.708-1(c) in the two years preceding the Contributed Entities Merger to the extent permissible under Treasury Regulations Section 1.707-4(d).

(B) Contemporaneously with the Contributed Entities Merger, the Contributed Entities shall (x) contribute and assign their respective Contributed LGW Assets/Liabilities directly to LGW in a single transfer, and (y) cause their respective direct and indirect subsidiaries to contribute their respective Contributed LGW Assets/Liabilities directly to LGW in a single transfer, with each of the Parties hereto agreeing to treat and report such contribution and assignment: (1) for United States federal, state and local income tax purposes, as the contribution and assignment by the Contributed Entity of the Contributed LGW Assets/Liabilities to the Partnership, consistent with the treatment of the Contributed Entities Merger as an "assets over" form of merger under Treasury Regulations Section 1.708 -1(c) with the Contributed Entities being the terminated partnerships and the Partnership being the "resulting partnership" under said Treasury Regulations and the subsequent contribution of the Contributed LGW Assets/Liabilities from the Partnership to LGW; and (2) for all other tax purposes (including, without limitation, state and local sales, use, personal property, real property transfer, real estate transfer, documentary stamp, recording, realty transfer, controlling interest and other transfer tax), as a single transfer and assignment of the Contributed LGW Assets/Liabilities by the Contributed Entity to LGW. LGW hereby accepts and assumes the Contributed LGW Assets/Liabilities.

Section 2.4 LGC Contributions, KPC Contributions, KPO Contributions, KPP Contributions and LGO Distributee Contributions (and Agreed Tax Treatment and Reporting thereof).

(A) LGC shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to: (1) LG LLC (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the LGC MLP Assets/Liabilities, (2) LGW (and its successors and assigns, for its and their own use forever), all right, title and interest in

and to the LGC LGW Assets/Liabilities, and (3) LGP Realty (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the LGC LGP Realty Assets/Liabilities, in exchange for which the Partnership shall issue to LGC such number of Common Units and such number of Subordinated Units, and shall distribute to LGC such amount of cash, all as set forth on Exhibit B attached hereto. Any such cash that the Partnership shall so distribute to LGC shall be funded with the Net Offering Proceeds, Credit Facility Proceeds or some combination thereof, as shall be set forth on Exhibit B attached hereto. The Parties agree to treat and report for all United States federal and, as applicable, state and local income tax purposes the amount of cash (if any) distributed to LGC as a reimbursement to LGC of any capital expenditures incurred by it with respect to the LGC MLP Assets/Liabilities, the LGC LGW Assets/Liabilities and the LGC LGP Realty Assets/Liabilities in the two years preceding the contribution of the LGC MLP Assets/Liabilities, the LGC LGW Assets/ Liabilities and the LGC LGP Realty Assets/Liabilities to the Partnership to the extent permissible under Treasury Regulations Section 1.707-4(d). LG LLC hereby accepts and assumes the LGC MLP Assets/Liabilities. LGW hereby accepts and assumes the LGC LGW Assets/Liabilities. LGP Realty hereby accepts and assume the KPC LGP Realty Assets/Liabilities.

(B) KPC shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to: (1) LG LLC (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the KPC MLP Assets/Liabilities, (2) LGW (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the KPC LGW Assets/Liabilities, and (3) LGP Realty (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the KPC LGP Realty Assets/Liabilities, in exchange for which the Partnership shall issue to KPC such number of Common Units and such number of Subordinated Units, and shall distribute to KPC such amount of cash, all as set forth on Exhibit B attached hereto. Any such cash that the Partnership shall so distribute to KPC shall be funded with the Net Offering Proceeds, Credit Facility Proceeds or some combination thereof, as shall be set forth on Exhibit B attached hereto. The Parties agree to treat and report for all United States federal and, as applicable, state and local income tax purposes the amount of cash (if any) distributed to KPC as a reimbursement to KPC of any capital expenditures incurred by it with respect to the KPC MLP Assets/Liabilities, the KPC LGW Assets/Liabilities and the KPC LGP Realty Assets/Liabilities in the two years preceding the contribution of the KPC MLP Asssets/Liabilities, the KPC LGW Assets/Liabilities and the KPC LGP Realty Assets/Liabilities to the Partnership to the extent permissible under Treasury Regulations Section 1.707-4(d). LG LLC hereby accepts and assumes the KPC MLP Assets/Liabilities. LGW hereby accepts and assumes the KPC LGW Assets/Liabilities. LGP Realty hereby accepts and assume the KPC LGP Realty Assets/Liabilities.

(C) KPO shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to: (1) LG LLC (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the KPO MLP Assets/Liabilities, (2) LGW (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the KPO LGW Assets/Liabilities, and (3) LGP Realty (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the KPO LGP Realty Assets/Liabilities, in exchange for which the

Partnership shall issue to KPO such number of Common Units and such number of Subordinated Units, and shall distribute to KPO such amount of cash, all as set forth on Exhibit B attached hereto. Any such cash that the Partnership

shall so distribute to KPO shall be funded with the Net Offering Proceeds, Credit Facility Proceeds or some combination thereof, as shall be set forth on Exhibit B attached hereto. The Parties agree to treat and report for all United States federal and, as applicable, state and local income tax purposes the amount of cash (if any) distributed to KPO as a reimbursement to KPO of any capital expenditures incurred by it with respect to the KPO MLP Assets/Liabilities, the KPO LGW Assets/Liabilities and the KPO LGP Realty Assets/Liabilities in the two years preceding the contribution of the KPO MLP Assets/Liabilities, the KPO LGW Assets/Liabilities and the KPO LGP Realty Assets/Liabilities to the Partnership to the extent permissible under Treasury Regulations Section 1.707-4(d). LG LLC hereby accepts and assumes the KPO MLP Assets/Liabilities. LGW hereby accepts and assumes the KPO LGW Assets/Liabilities. LGP Realty hereby accepts and assume the KPO LGP Realty Assets/Liabilities.

(D) KPP shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to: (1) LG LLC (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the KPP MLP Assets/Liabilities, (2) LGW (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the KPP LGW Assets/Liabilities, and (3) LGP Realty (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the KPP LGP Realty Assets/Liabilities, in exchange for which the Partnership shall issue to KPP such number of Common Units and such number of Subordinated Units, and shall distribute to KPP such amount of cash, all as set forth on Exhibit B attached hereto. Any such cash that the Partnership shall so distribute to KPP shall be funded with the Net Offering Proceeds, Credit Facility Proceeds or some combination thereof, as shall be set forth on Exhibit B attached hereto. The Parties agree to treat and report for all United States federal and, as applicable, state and local income tax purposes the amount of cash (if any) distributed to KPP as a reimbursement to KPP of any capital expenditures incurred by it with respect to the KPP MLP Assets/Liabilities, the KPP LGW Assets/Liabilities and the KPP LGP Realty Assets/Liabilities in the two years preceding the contribution of the KPP MLP Assets/Liabilities, the KPP LGW Assets/Liabilities and the KPP LGP Realty Assets/Liabilities to the Partnership to the extent permissible under Treasury Regulations Section 1.707-4(d). LG LLC hereby accepts and assumes the KPP MLP Assets/Liabilities. LGW hereby accepts and assumes the KPP LGW Assets/Liabilities. LGP Realty hereby accepts and assume the KPP LGP Realty Assets/Liabilities.

(E) LGO Distributee shall grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to (1) LG LLC (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the Former LGO MLP Assets/Liabilities, (2)) LGW (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the Former LGO LGW Assets/Liabilities, and (3) LGP Realty (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the Former LGO LGP Realty Assets/Liabilities, in exchange for which the Partnership shall issue to LGO Distributee such number of Common Units and such number of Subordinated Units, and shall distribute to LGO Distributee such amount of cash, all as set forth on Exhibit B attached hereto. Any such cash that the Partnership shall so distribute to LGO Distributee shall be funded with the Net Offering Proceeds, Credit Facility Proceeds or some combination thereof, as shall be set forth on Exhibit B attached hereto. The Parties agree to treat and report for all United States federal and, as applicable, state and local income tax purposes the amount of cash (if any) distributed to LGO Distributee as a reimbursement to LGO Distributee of any capital

expenditures incurred by it with respect to the Former LGO MLP Assets/Liabilities, Former LGO LGW Assets/Liabilities and the Former LGO LGP Realty Assets/Liabilities in the two years preceding the contribution of the Former LGO Assets/Liabilities, Former LGO LGW Assets/Liabilities and the Former LGO LGP Realty Assets/Liabilities to the Partnership to the extent permissible under Treasury Regulations Section 1.707-4(d). LG LLC hereby accepts and assumes the Former LGO MLP Assets/Liabilities. LGW hereby accepts and assumes the Former LGO LGW Assets/Liabilities. LGP Realty hereby accepts and assume the Former LGO LGP Realty Assets/Liabilities.

Section 2.5 **Topper Contributions**. Topper shall, directly or indirectly, grant, contribute, bargain, convey, assign, transfer, set over and deliver directly and in a single transfer to: (1) LG LLC (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the Topper MLP Assets/Liabilities, (2) LGW (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the Topper LGW Assets/Liabilities, and (3) LGP Realty (and its successors and assigns, for its and their own use forever), all right, title and interest in and to the Topper LGP Realty Assets/Liabilities, in exchange for which the Partnership shall issue to Topper such number of Common Units and such number of Subordinated Units, and shall distribute to Topper such amount of cash, all as set forth on Exhibit B attached hereto. Any such cash that the Partnership shall so distribute to Topper shall be funded with the Net Offering Proceeds, Credit Facility Proceeds or some combination thereof, as shall be set forth on Exhibit B attached hereto. The Parties agree to treat and report for all United States federal and, as applicable, state and local income tax purposes the amount of cash (if any) distributed to Topper as a reimbursement to Topper of any capital expenditures incurred by it with respect to the Topper MLP Assets/Liabilities and the Topper LGW Assets/Liabilities in the two years preceding the contribution of the Topper MLP Assets/Liabilities and the Topper LGW Assets/Liabilities to the Partnership to the extent permissible under Treasury Regulation Section 1.707-4(d). LG LLC hereby accepts and assumes the Topper MLP Assets/Liabilities. LGW hereby accepts and assumes the Topper LGW Assets/Liabilities. LGP Realty hereby accepts and assumes the Topper LGP Realty Assets/Liabilities.

Section 2.6 **LGO Transactions**.

(A) LGP Realty shall cause its subsidiaries to enter into 15-year fixed rent lease agreements of real property with LGO.

(B) LGW shall enter into 15-year fixed rent lease agreements of personal property and underground storage tanks ("*USTs*") with LGO.

(C) LG LLC shall enter a 15-year supply agreement with LGO.

The transactions contemplated by Section 2.7 through Section 2.14 shall be completed at the Effective Time in the order set forth herein.

Section 2.7 **Execution of the Partnership Agreement**. The General Partner and LGC shall amend and restate the Original Partnership Agreement by executing the Partnership Agreement in substantially the form included in Appendix A to the Registration Statement, with

such changes as are necessary to reflect any adjustment to the number of Firm Units and Option Units as the Partnership and LGC may agree with the Underwriters and such other changes as the Partnership, the General Partner and LGC may agree.

Section 2.8 **Contribution of Cash by the Public Through the Underwriters**. The Parties acknowledge that the Partnership is undertaking the Offering and the public, through the Underwriters will, pursuant to the Underwriting Agreement, agree to make a capital contribution to the Partnership of an amount determined pursuant to the Underwriting Agreement in exchange for the issuance and sale of the Firm Units.

Section 2.9 **Payment of Structuring Fee**. The Partnership agrees to pay Raymond James & Associates, Inc. the Structuring Fee.

Section 2.10 **Payment of Transaction Expenses**. The Parties acknowledge the payment by the Partnership of the transaction expenses incurred in connection with the transactions contemplated hereby and by the Registration Statement.

Section 2.11 **Issuance of Incentive Distribution Rights**. The Partnership shall issue to the General Partner 100% of the Incentive Distribution Rights.

Section 2.12 **Satisfaction of Existing Credit Agreement; Entry into New Credit Facility.** The Partnership shall enter into the New Credit Facility and re-finance, and pay off, all amounts outstanding under the Existing Credit Agreement

Section 2.13 **Repay Outstanding Mortgage Notes**. The Partnership shall repay in full the aggregate principal amount of outstanding mortgage notes of the Contributed Entities as set forth on Exhibit B hereto.

Section 2.14 **Cancellation of Master Leases**. Topper shall cause each Contributed Entity to terminate the 20-year "triple-net" master leases that are expressly identified and set forth on Exhibit C attached hereto.

ARTICLE III

DEFERRED ISSUANCE AND DISTRIBUTION

Section 3.1 **Deferred Issuance and Distribution; Payment of the Option Structuring Fee**. If the Underwriter's Option is exercised in whole or in part, the public, through the Underwriters, shall make an additional capital contribution to the Partnership in cash in an amount determined pursuant to the Underwriting Agreement in exchange for the sale of the Option Units. Upon the earlier to occur of the expiration of the Underwriter's Option period or the exercise in full of the Underwriter's Option, the Partnership will issue to one or more of LGC, KPC, KPO, KPP the LGO Distributee, and/or one or more of the members or partners of one or more of the Contributed Entities a number of additional Common Units that is equal to the excess, if any, of (x) the maximum number of Option Units issuable pursuant to the Underwriter's Option over (y) the aggregate number of Option Units, if any, actually purchased by and issued to the Underwriters pursuant to any exercise(s) of the Underwriter's Option. The Parties hereto hereby agree to treat and report for United States federal, state, local and, as

applicable, foreign income tax purposes any and all such Common Units that may be so issued to LGC, KPC, KPP, the LGO Distributee, and/or one or more of the members or partners of one or more of the Contributed Entities as a non-taxable exchange by such entity or person of property solely for an interest in the Partnership under Section 721(a) of the Code and the Treasury Regulations thereunder. Upon each Option Closing Date, the Partnership shall make a distribution in cash in an aggregate amount equal to the total amount of proceeds received by the Partnership from such exercise of the Underwriter's Option, net of the Underwriters' Spread, and which cash the Partnership shall distribute to one or more of LGC, KPC, KPO, KPP, the LGO Distributee, and/or one or more of the members or partners of one or more of the Contributed Entities and in such amount(s), all as shall be set forth in a writing submitted by Topper (in his capacity as general partner, managing member, officer and/or other fiduciary thereof) to the Partnership. Any such cash that the Partnership shall so distribute shall be funded with the Net Offering Proceeds, Credit Facility Proceeds or some combination thereof, as shall be set forth in such writing. Further, the Parties hereto hereby agree to treat and report for United States federal, state, local and, as applicable, foreign income tax purposes such cash distributions as a reimbursement with respect to property that it (or, as applicable, a Contributed Entity) contributed and assigned to LGW or LG LLC, as applicable, under Treasury Regulations Section 1.707-4(d) or, otherwise, so much of such cash that the Topper tax return preparer is reasonably able to establish is so eligible for such treatment. For these purposes, the Parties hereto hereby expressly agree that the Topper tax return preparer may (among other ways) reasonably establish such eligibility by assuming that reimbursements of capital expenditures that were funded with the proceeds of third party debt would be so eligible for such treatment and/or that the "20%-of-fair market value" limitation of Treasury Regulations Section 1.707-4(d) (2)(ii) can apply either on an aggregate or property-by-property basis). The Parties receiving cash distributions hereby agree to pay to Raymond James & Associates, Inc. their pro rata share of the applicable Option Structuring Fee associated with any exercise of the Underwriter's Option.

ARTICLE IV

OTHER ASSURANCES

Section 4.1 **Consents**. If there are any consents required to assign or otherwise transfer any contract to be contributed to the Partnership or its subsidiaries that have not been obtained (or otherwise are not in full force and effect) as of the Effective Time, each Party shall continue its efforts to obtain the required consents and then, notwithstanding anything contained in this Agreement to the contrary, neither this Agreement nor any other document related to the consummation of the transactions contemplated by this Agreement shall constitute a grant, contribution, bargain, conveyance, assignment, transfer, set over or deliver or an attempted grant, contribution, bargain, conveyance, assignment, transfer, set over or deliver of such contract. With respect to an such consent, promptly after a required consent for the grant, contribution, bargain conveyance, assignment, transfer, set over and delivery of such a contract is obtained, each Party shall cause the prompt assignment, transfer, conveyance and delivery of such contract to the Partnership or its subsidiaries in accordance with the terms of this Agreement and the Parties 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.

Section 4.2 **Further Assurances**. From time to time after the Effective Time, and without any further consideration, the Parties agree to execute, acknowledge and deliver 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 (a) more fully to assure that the applicable Parties own all of the properties, rights, titles, interests, estates, remedies, powers and privileges granted by this Agreement, or which are intended to be so granted, (b) more fully and effectively to vest in the applicable Parties and their respective successors and assigns beneficial and record title to the interests contributed and assigned by this Agreement or intended to be so and (c) more fully and effectively to carry out the purposes and intent of this Agreement.

ARTICLE V

EFFECTIVE TIME

Notwithstanding anything contained in this Agreement to the contrary, none of the provisions of Article II, Article III or Article IV shall be operative or have any effect until the Underwriting Agreement has been executed by each of the parties thereto, at which time all such provisions shall be effective and operative in accordance this Agreement without further action by any Party.

ARTICLE VI

TITLE MATTERS

Section 6.1 **Disclaimer of Warranties; Subrogation; Waiver of Bulk Sales Laws**.

(A) EXCEPT TO THE EXTENT PROVIDED IN ANY OTHER DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE OFFERING THE PARTIES ACKNOWLEDGE AND AGREE THAT NONE OF THE PARTIES HAS MADE, DOES NOT MAKE, AND EACH SUCH PARTY SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT, REGARDING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE ASSETS, INCLUDING THE ENVIRONMENTAL CONDITION OF THE ASSETS GENERALLY, INCLUDING THE PRESENCE OR LACK OF HAZARDOUS SUBSTANCES OR OTHER MATTERS ON THE ASSETS, (B) THE INCOME TO BE DERIVED FROM THE ASSETS, (C) THE SUITABILITY OF THE ASSETS FOR ANY AND ALL ACTIVITIES AND USES THAT MAY BE CONDUCTED THEREON, (D) THE COMPLIANCE OF OR BY THE ASSETS OR THEIR OPERATION WITH ANY LAWS (INCLUDING ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS), OR (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS. EXCEPT TO THE EXTENT PROVIDED IN ANY OTHER DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH THIS AGREEMENT OR THE OFFERING, THE PARTIES

ACKNOWLEDGE AND AGREE THAT EACH HAS HAD THE OPPORTUNITY TO INSPECT THE ASSETS, AND EACH IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE ASSETS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ANY OF THE PARTIES. NONE OF THE PARTIES IS LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE ASSETS FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY. EACH OF THE PARTIES ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONTRIBUTION OF THE ASSETS AS PROVIDED FOR HEREIN IS MADE IN AN "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS, AND THE ASSETS ARE CONTRIBUTED AND CONVEYED SUBJECT TO ALL OF THE MATTERS CONTAINED IN THIS SECTION. THIS SECTION SHALL SURVIVE SUCH CONTRIBUTION AND CONVEYANCE OR THE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE PARTIES AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE ASSETS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE.

(B) Each of the Parties agrees that the disclaimers contained in this Section 6.1 are "conspicuous" disclaimers. Any covenants implied by statute or law by the use of the words "contribute," "distribute," "assign," "transfer," "deliver" or "set over" or any of them or any other words used in this Agreement are hereby expressly disclaimed, waived or negated.

(C) Each of the Parties hereby waives compliance with any applicable bulk sales law or any similar law in any applicable jurisdiction in respect of the transactions contemplated by this Agreement.

(D) The General Partner and the Partnership hereby acknowledge and agree that the express provisions of this Agreement and the Omnibus Agreement contain the sole and exclusive remedies available to them with respect to the transactions contemplated hereunder.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 7.1 **Representations and Warranties of All Parties**. Each of the Parties to this Agreement hereby represents and warrants severally as to itself as follows:

(A) Formation and Good Standing. Such Party is a corporation, limited partnership or limited liability company, legally formed, validly existing and in good standing under the laws of the state of its formation. Such Party is duly qualified to do business and is in good standing as a foreign corporation,

limited partnership or limited liability company, as applicable, in each jurisdiction where the character of the properties owned or leased by it or the nature of the businesses transacted by it requires it to be so qualified.

(B) Authority, Execution and Enforceability. Such Party has full corporate, limited partnership or limited liability company, as applicable, power and authority to enter into this Agreement and the documents to be delivered by such Party hereunder and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the documents to be delivered by such Party hereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by such Party. Such Party has duly executed and delivered this Agreement and the documents to be delivered by such Party hereunder, and this Agreement and the documents to be delivered by such Party hereunder constitute such Party's legal, valid and binding obligation, enforceable against it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies).

(C) No Conflicts. Neither the execution, delivery nor performance of this Agreement nor the documents to be delivered by such Party hereunder by such Party will:

(i) require the approval or consent of any Governmental Authority;

(ii) conflict with or result in the breach or violation of any term or provision of, or will constitute a default under, or will otherwise impair the good standing, validity or effectiveness of, any provision of its charter, bylaws, certificate of limited partnership, certificate of formation, agreement of limited partnership, limited liability company agreement or other formation and governing documents;

(iii) result in the material breach or violation by it of any material term or provision of, or constitute a default or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any material agreement to which it is bound or by which its property or business is affected, except for such defaults (or rights of termination, cancellation or acceleration) as to which waivers or consents have been obtained; or

(iv) violate in any material respect any federal, state, local or other governmental law ordinance, or any order, writ, injunction, decree, rule or regulation of any Governmental Authority applicable to such Party.

Section 7.2 Certain Representations of Topper, LGC, KPO, KPC and KPP. Topper, LGC, KPO, KPC and KPP hereby represent and warrant, jointly and severally, that: (i) all of the assets and businesses described in the Registration Statement as being contributed or otherwise transferred to the Partnership and/or to its subsidiaries are in fact being so contributed or otherwise transferred to the Partnership and/or to its subsidiaries pursuant to this Agreement and the transactions described herein or contemplated hereby; and (ii) Exhibit L sets forth a true, correct, and complete list of all tracts or parcels of real property that will be owned or leased by the Partnership and/or by its subsidiaries as of the Effective Time.

Section 7.3 Certain Other Representations and Warranties. The parties hereto hereby represent and warrant, jointly and severally, that the following statements are true and correct as of the date hereof:

(A) the General Partner is the sole general partner of the Partnership;

(B) LGC is the sole limited partner of the Partnership;

(C) all of the membership interests of LG LLC are owned by the Partnership;

(D) all of the outstanding stock of LGW is owned by the Partnership;

(E) each Contributed Entity shall not own, or have any right, title or interest in or to, any of the Spun-Off Assets, with each Contributed Entity having previously distributed its respective Spun-Off Assets to the Spun-Off Assets Distributees;

(F) LGO Distributee shall own and, otherwise, have legal right, title and interest in and to the Former LGO Assets/Liabilities, with LGO Holdings having previously distributed the Former LGO Assets/Liabilities to LGO Distributee; and

(G) interests in LGO Holdings representing, in the aggregate, ninety-five percent (95%) of the total assets and net profits of LGO Holdings are owned by persons whose interests in the total assets and net profits of LGO Holdings are not treated as being constructively owned (pursuant to the constructive ownership rules of Section 318 of the Code, as modified by Sections 856(d)(5) and 7704(d)(3)(B) of the Code) by the Partnership.

Section 7.4 Investment Representations and Warranties.

(A) Each Party that receives Common Units and Subordinated Units hereunder hereby represents and warrants that the following statements are true and correct as of the date hereof: (i) it is an "accredited investor" within the meaning of the federal securities laws; (ii) it is accepting the Common Units and Subordinated Units for its own account and not for the account or benefit of any other person or entity and not with a view to, or for offer or sale in connection with, any distribution thereof; and (iii) it understands that any Common Units and Subordinated Units delivered to it hereunder shall be "restricted securities" within the meaning of federal and state securities laws and that if in the future it decides to sell or otherwise transfer or dispose of any of the Common Units and Subordinated Units, it understands and agrees that it may do so only in compliance with applicable federal or state securities laws.

(B) The Partnership hereby represents and warrants that the following statements are true and correct as of the date hereof: (i) the Partnership and, to its knowledge, any person acting on its behalf has complied and will comply with the limitations on manner of offering and sale set forth in the federal securities laws with respect to all offers and sales of the Common Units and the Subordinated Units; and (ii) the Partnership has not made any other offers,

issuances, sales or deliveries of any securities of the Partnership to any persons within the six month period prior to the date hereof other than any offers, issuances, sales or deliveries of any securities of the Partnership made pursuant either to an effective registration statement or pursuant to an exemption from registration under federal securities laws.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 **Order of Completion of Transactions**. The transaction contemplated by Section 2.1 shall occur one hour prior to the Effective Time. The transactions contemplated by Section 2.2 through Section 2.6 shall occur immediately prior to the Effective Time in the order set forth herein. The transactions contemplated by Section 2.7 through Section 2.15 shall be completed at the Effective Time in the order set forth herein. Following the completion of the transactions provided for in Article II, the transactions provided for in Article III, if they occur, shall be completed.

Section 8.2 **Headings; References; Interpretation**. All Article and Section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including, without limitation, all Schedules and Exhibits attached hereto, and not to any particular provision of this Agreement. All references herein to Articles, Sections, Schedules and Exhibits shall, unless the context requires a different construction, be deemed to be references to the Articles and Sections of this Agreement and the Schedules and Exhibits attached hereto, and all such Schedules and Exhibits attached hereto are hereby incorporated herein and made a part hereof for all purposes. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. The use herein of the word "including" following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Section 8.3 **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 8.4 **No Third Party Rights**. The provisions of this Agreement are intended to bind the Parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

Section 8.5 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

Section 8.6 **Applicable Law; Forum, Venue and Jurisdiction**. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware. Each of the Parties (i) 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; (ii) 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; (iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) 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, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper; (iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; and (v) 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 (v) hereof shall affect or limit any right to serve process in any other manner permitted by law.

Section 8.7 **Severability**. If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the Parties as expressed in this Agreement at the time of execution of this Agreement.

Section 8.8 **Amendment or Modification**. This Agreement may be amended or modified from time to time only by the written agreement of all the Parties. Each such instrument shall be reduced to writing and shall be designated on its face as an amendment to this Agreement.

Section 8.9 **Integration**. Other than the Omnibus Agreement, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior contracts or agreements among the Parties with respect to the subject matter hereof and the matters addressed or governed hereby, whether oral or written.

Section 8.10 **Deed; Bill of Sale; Assignment**. To the extent required and permitted by applicable law, this Agreement shall also constitute a "deed," "bill of sale" or "assignment" of the assets and interests referenced herein.

Section 8.11 **Costs**. Each transferee/assignee hereunder shall pay all sales, use and similar taxes arising out of the contributions, conveyances and deliveries to be made hereunder, and shall pay all documentary, filing, recording, transfer, deed and conveyance taxes and any fees required in connection

therewith.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed as of the date first above written.

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 GP LLC, a Delaware limited liability company

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

LEHIGH GAS CORPORATION, a Delaware corporation

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

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

LEHIGH GAS WHOLESALE SERVICES, INC., a Delaware corporation

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

LEHIGH KIMBER REALTY, LLC, a Delaware limited liability company

By: ERNJ, LLC, its Managing Member

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

ENERGY REALTY OP LP, a Delaware limited partnership

By: Energy Realty GP LLC, its General Partner

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

EROP — OHIO HOLDINGS, LLC, a Delaware limited liability company

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

KWIK PIK REALTY — OHIO HOLDINGS, LLC, a Delaware limited liability company

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

LEHIGH GAS — OHIO, LLC, a Delaware limited liability company

By: Lehigh Gas — Ohio Holdings, LLC, its Manager

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

LEHIGH GAS OHIO II, LLC, a Delaware limited liability company

By: Lehigh Gas — Ohio Holdings, LLC, its Manager

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

KWIK PIK — OHIO HOLDINGS, LLC, a Delaware limited liability company

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

KIMBER PETROLEUM CORPORATION, a Delaware limited liability company

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

KWIK PIK — PA, LLC, a Delaware limited liability company

By: Kwik Pik — PA Holdings, LLC, its Manager

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

LEHIGH KIMBER REALTY II, LLC, a Delaware limited liability company

By: ERNJ, LLC, its Managing Member

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

ENERGY REALTY OP II LP,, a Delaware limited partnership

By: Energy Realty GP II LLC, its General Partner

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

EROP — OHIO HOLDINGS II, LLC, a Delaware limited liability company

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

KWIK PIK REALTY - OHIO HOLDINGS II, LLC, a Delaware limited liability company

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

/s/ John B. Reilly, III
John B. Reilly, III

/s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.

Pursuant to Item 601(b)(2) of Regulation S-K, the following schedules to the Agreement have been omitted. The Registrant agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

SCHEDULES

Exhibit A - Plan of Merger

Exhibit B - Table of the number of common units, subordinated units, incentive distribution rights and the aggregate amount of cash

Exhibit C - List triple-net master leases to be terminated as of the Effective Time

Exhibit D - List of assets and liabilities to be contributed by the Contributed Entities

Exhibit E - List of assets and liabilities to be contributed by LGO Distributee

Exhibit F - List of assets and liabilities to be contributed by KPC

Exhibit G - List of assets and liabilities to be contributed by KPO

Exhibit H - List of assets and liabilities to be contributed by KPP

Exhibit I - List of assets and liabilities to be contributed by LGC

Exhibit J - List of assets to be spun-off from LGO that are not being contributed to the Partnership

Exhibit K - List of assets and liabilities to be contributed by the Topper Group

Exhibit L - List of all tracts or parcels of real property that will be owned or leased by the Partnership and/or by its subsidiaries at the Effective Time

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FIRST AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

LEHIGH GAS PARTNERS LP

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

THIS FIRST AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF LEHIGH GAS PARTNERS LP dated as of October 30, 2012, is entered into by and between Lehigh Gas GP LLC, a Delaware limited liability company, as the General Partner, and Lehigh Gas Corporation, a Delaware corporation, as the Organizational Limited Partner, together with any other Persons who become Partners in the Partnership or parties hereto as provided herein. This First Amended and Restated Agreement of Limited Partnership amends and restates the Limited Partnership Agreement, dated as of December 2, 2011. In consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 *Definitions*. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"*Additional Book Basis*" means the portion of any remaining Carrying Value of an Adjusted Property that is attributable to positive adjustments made to such Carrying Value as a result of Book-Up Events. For purposes of determining the extent that Carrying Value constitutes Additional Book Basis:

(a) Any negative adjustment made to the Carrying Value of an Adjusted Property as a result of either a Book-Down Event or a Book-Up Event shall first be deemed to offset or decrease that portion of the Carrying Value of such Adjusted Property that is attributable to any prior positive adjustments made thereto pursuant to a Book-Up Event or Book-Down Event.

(b) If Carrying Value that constitutes Additional Book Basis is reduced as a result of a Book-Down Event and the Carrying Value of other property is increased as a result of such Book-Down Event, an allocable portion of any such increase in Carrying Value shall be treated as Additional Book Basis; *provided*, that the amount treated as Additional Book Basis pursuant hereto as a result of such Book-Down Event shall not exceed the amount by which the Aggregate Remaining Net Positive Adjustments after such Book-Down Event exceeds the remaining Additional Book Basis attributable to all of the Partnership's Adjusted Property after such Book-Down Event (determined without regard to the application of this clause (b) to such Book-Down Event).

"*Additional Book Basis Derivative Items*" means any Book Basis Derivative Items that are computed with reference to Additional Book Basis. To the extent that the Additional Book Basis attributable to all of the Partnership's Adjusted Property as of the beginning of any taxable period exceeds the Aggregate Remaining Net Positive Adjustments as of the beginning of such period (the "***Excess Additional Book Basis***"), the Additional Book Basis Derivative Items for such period shall be reduced by the amount that bears the same ratio to the amount of Additional Book Basis Derivative Items determined without regard to this sentence as the Excess

Additional Book Basis bears to the Additional Book Basis as of the beginning of such period. With respect to a Disposed of Adjusted Property, the Additional Book Basis Derivative items shall be the amount of Additional Book Basis taken into account in computing gain or loss from the disposition of such Disposed of Adjusted Property.

"*Adjusted Capital Account*" means the Capital Account maintained for each Partner as of the end of each taxable period of the Partnership, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulations Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5)) and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such taxable period, are reasonably expected to be allocated to such Partner in subsequent taxable periods under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulations Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such taxable period, are reasonably expected to be made to such Partner in subsequent taxable periods in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner's Capital Account that are reasonably expected to occur during (or prior to) the taxable period in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 6.1(d)(i) or 6.1(d)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. The "Adjusted Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Adjusted Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"*Adjusted Operating Surplus*" means, with respect to any period, (a) Operating Surplus generated with respect to such period; (b) less (i) the amount of any net increase in Working Capital Borrowings (or the Partnership's proportionate share of any net increase in Working Capital Borrowings in the case of Subsidiaries that are not wholly owned) with respect to that period; and (ii) the amount of any net decrease in cash reserves (or the Partnership's proportionate share of any net decrease in cash reserves in the case of Subsidiaries that are not wholly owned) for Operating Expenditures with respect to such period not relating to an Operating Expenditure made with respect to such period; and (c) plus (i) the amount of any net decrease in Working Capital Borrowings (or the Partnership's proportionate share of any net decrease in Working Capital Borrowings in the case of Subsidiaries that are not wholly owned) with respect to that period; (ii) the amount of any net increase in cash reserves (or the Partnership's proportionate share of any net increase in cash reserves in the case of Subsidiaries that are not wholly owned) for Operating Expenditures with respect to such period required by any debt instrument for the repayment of principal, interest or premium; and (iii) any net decrease made in subsequent periods in cash reserves for Operating Expenditures initially established with respect to such period to the extent such decrease results in a reduction in Adjusted Operating Surplus in subsequent periods pursuant to clause (b)(ii). Adjusted Operating Surplus does not include that portion of Operating Surplus included in clause (a)(i) of the definition of Operating Surplus.

"*Adjusted Property*" means any property the Carrying Value of which has been adjusted pursuant to Section 5.4(d).

"*Affiliate*" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, 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.

"*Aggregate Quantity of IDR Reset Common Units*" is defined in Section 5.10(a).

"*Aggregate Remaining Net Positive Adjustments*" means, as of the end of any taxable period, the sum of the Remaining Net Positive Adjustments of all the Partners.

"*Agreed Allocation*" means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 6.1, including a Curative Allocation (if appropriate to the context in which the term "Agreed Allocation" is used).

"*Agreed Value*" of any Contributed Property means the fair market value of such property at the time of contribution and in the case of an Adjusted Property, the fair market value of such Adjusted Property on the date of the revaluation event as described in Section 5.4(d), in both cases as determined by the General Partner.

"*Agreement*" means this First Amended and Restated Agreement of Limited Partnership of Lehigh Gas Partners LP, as it may be amended, supplemented or restated from time to time.

"*Associate*" means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer, manager, general partner or managing member or is, directly or indirectly, the owner of 20% or more of any class of voting stock or other voting interest; (b) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same principal residence as such Person.

"*Beneficial Ownership*" means the beneficial interest of a Beneficiary in a Trust.

"*Beneficiary*" means, with respect to any Trust, such one or more organizations described in Section 501(c)(3) of the Code that are named as the beneficiary or beneficiaries of such Trust in accordance with the provisions of Section 4.8(a). Notwithstanding anything in Article IV or elsewhere in this Agreement to the contrary, a Beneficiary may transfer its Beneficial Ownership in such Trust to a wholly owned entity that is taxable as a corporation for U.S. federal income tax purposes, which shall thereafter be the "Beneficiary."

"*Board of Directors*" means the board of directors or managers, as applicable, of the General Partner.

"*Book Basis Derivative Items*" means any item of income, deduction, gain or loss that is computed with reference to the Carrying Value of an Adjusted Property (e.g., depreciation, depletion, or gain or loss with respect to an Adjusted Property).

"*Book-Down Event*" means an event that triggers a negative adjustment to the Capital Accounts of the Partners pursuant to Section 5.4(d).

"*Book-Tax Disparity*" means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for U.S. federal income tax purposes as of such date. A Partner's share of the Partnership's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner's Capital Account balance as maintained pursuant to Section 5.4 and the hypothetical balance of such Partner's Capital Account computed as if it had been maintained strictly in accordance with U.S. federal income tax accounting principles.

"*Book-Up Event*" means an event that triggers a positive adjustment to the Capital Accounts of the Partners pursuant to Section 5.4(d).

"*Business Day*" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the Commonwealth of Pennsylvania shall not be regarded as a Business Day.

"*Capital Account*" means the capital account maintained for a Partner pursuant to Section 5.4. The "Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"*Capital Contribution*" means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership or that is contributed or deemed contributed to the Partnership on behalf of a Partner (including, in the case of an underwritten offering of Units, the amount of any underwriting discounts or commissions).

"*Capital Improvement*" means any (a) addition or improvement to the capital assets owned by any Group Member, (b) acquisition (through an asset acquisition, merger, stock acquisition or other form of investment) of existing, or the construction of new, capital assets, or (c) capital contribution by a Group Member to a Person that is not a Subsidiary in which a Group Member has, or after such capital contribution will have, an equity interest, to fund the Group Member's pro rata share of the cost of the acquisition of existing, or the construction of new or the improvement of existing, capital assets, in each case if such addition, improvement, acquisition or construction is made to increase the then current long-term operating capacity or operating income of the Partnership Group from the long-term operating capacity or operating income of the Partnership Group, in the case of clauses (a) and (b), or such Person, in the case of clause (c), from that existing immediately prior to such addition, improvement, acquisition or construction.

"*Capital Surplus*" means cash and cash equivalents, as applicable, distributed by the Partnership in excess of Operating Surplus, as described in Section 6.3(b).

"*Carrying Value*" means (a) with respect to a Contributed Property or Adjusted Property, the Agreed Value of such property and thereafter reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Partners' Capital Accounts in respect of such property, and (b) with respect to any other Partnership property, the adjusted basis of such property for U.S. federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Section 5.4(d) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

"*Cause*" means a court of competent jurisdiction has entered a final, non-appealable judgment finding the General Partner liable for actual fraud or willful misconduct in its capacity as a general partner of the Partnership.

"*Certificate*" means a certificate in such form (including in global form if permitted by applicable rules and regulations) as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more Partnership Interests. The initial form of certificate approved by the General Partner for Common Units is attached as Exhibit A to this Agreement.

"*Certificate of Limited Partnership*" means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 7.3, as such Certificate of Limited Partnership may be amended, supplemented or restated from time to time.

"*Citizenship Eligibility Trigger*" is defined in Section 4.8(a)(ii).

"c*laim*" (as used in Section 7.12(c)) is defined in Section 7.12(c).

"*Closing Date*" means the first date on which Common Units are issued and delivered by the Partnership to the Underwriters pursuant to the provisions of the Underwriting Agreement.

"*Closing Price*" means, in respect of any class of Limited Partner Interests, as of the date of determination, the last sale price on such day, regular way, or in case no such sale takes place on such day, the average of the closing bid and asked prices on such day, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed for or admitted to trading on the principal National Securities Exchange on which the respective Limited Partner Interests are listed for or admitted to trading or, if such Limited Partner Interests are not listed for or admitted to trading on any National Securities Exchange, the last quoted price on such day or, if not so quoted, the average of the high bid and low asked prices on such day in the over-the-counter market, as reported by the primary reporting system then in use in relation to such Limited Partner Interests of such class, or, if on any such day such Limited Partner Interests of such class are not quoted by any such organization, the average of the closing bid and asked prices on such day as furnished by a professional market maker making a market in such Limited Partner Interests of such class selected by the General Partner, or if on any such day no market maker is making a market in

such Limited Partner Interests of such class, the fair value of such Limited Partner Interests on such day as determined by the General Partner.

"*Code*" means the U.S. Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"*Combined Interest*" is defined in Section 11.3(a).

"*Commences Commercial Service*" means the date a Capital Improvement is first put into commercial service by a Group Member following, if applicable, completion of construction, acquisition, development and testing, as applicable.

"*Commission*" means the United States Securities and Exchange Commission.

"*Common Unit*" means a Partnership Interest representing a fractional part of the Partnership Interests of all Limited Partners, and having the rights and obligations specified with respect to Common Units in this Agreement. The term "Common Unit" does not refer to or include any Subordinated Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

"*Common Unit Arrearage*" means, with respect to any Common Unit, whenever issued, with respect to any Quarter within the Subordination Period, the excess, if any, of (a) the Minimum Quarterly Distribution with respect to a Common Unit in respect of such Quarter over (b) the sum of all cash and cash equivalents distributed with respect to a Common Unit in respect of such Quarter pursuant to Section 6.4(a)(i).

"*Conflicts Committee*" means a committee of the Board of Directors composed entirely of two or more directors, each of whom (a) is not an officer or employee of the General Partner (b) is not an officer or employee of any Affiliate of the General Partner or a director of any Affiliate of the General Partner (other than any Group Member), (c) is not a holder of any ownership interest in the General Partner or any of its Affiliates, including any Group Member, other than Common Units and awards that are granted to such director under the LTIP and (d) meets the independence standards required of directors who serve on an audit committee of a board of directors established by the Securities Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which any class of Partnership Interests is listed for or admitted to trading.

"*Constructive Ownership*" means, with respect to any Partnership Interest, stock or other equity or beneficial interest in or to (or, as applicable, in or to the assets or net profits of) the Partnership or any other Person, any direct or indirect ownership of such Partnership Interest, stock or other equity or beneficial interest, together with any ownership of such Partnership Interest, stock or other equity or beneficial interest that results from the application of Section 318 of the Code, as modified by Sections 856(d)(5) and 7704(d)(3)(B) of the Code. The terms "*Constructive Owner*," "*Constructively Owns*," "*Constructively Own*," and "*Constructively Owned*" shall have correlative meanings.

"*Contributed Property*" means each property, in such form as may be permitted by the Delaware Act, but excluding cash, contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.4(d), such property shall no longer constitute a Contributed

Property, but shall be deemed an Adjusted Property.

"*Contribution Agreement*" means that certain Merger, Contribution, Conveyance and Assumption Agreement, dated as of October 30, 2012, among the General Partner, the Partnership, Lehigh Gas Corporation and certain other parties, together with the additional conveyance documents and instruments contemplated or referenced thereunder, as such may be amended, supplemented or restated from time to time.

"*Credit Facility*" refers to that certain Loan Agreement, by and among the Partnership, KeyBank National Association, RBS Citizens N.A. and Citizens Bank of Pennsylvania, dated October 30, 2012.

"*Cumulative Common Unit Arrearage*" means, with respect to any Common Unit, whenever issued, and as of the end of any Quarter, the excess, if any, of (a) the sum of the Common Unit Arrearages with respect to an Initial Common Unit for each of the Quarters wholly within the Subordination Period ending on or before the last day of such Quarter over (b) the sum of any distributions theretofore made pursuant to Section 6.4(a)(ii) and the second sentence of Section 6.5 with respect to an Initial Common Unit (including any distributions to be made in respect of the last of such Quarters).

"*Curative Allocation*" means any allocation of an item of income, gain, deduction, loss or credit pursuant to the provisions of Section 6.1(d)(xi).

"*Current Market Price*" means, in respect of any class of Limited Partner Interests, as of the date of determination, the average of the daily Closing Prices per Limited Partner Interest of such class for the 20 consecutive Trading Days immediately prior to such date.

"*Deferred Issuance and Distribution*" means both (a) the issuance by the Partnership of a number of additional Common Units that is equal to (x) 900,000 minus (y) the aggregate number, if any, of Common Units actually purchased by and issued to the Underwriters pursuant to the Underwriters' Option on the Option Closing Date(s), and (b) a distribution of cash contributed by the Underwriters to the Partnership on or in connection with any Option Closing Date with respect to Common Units issued by the Partnership upon the applicable exercise of the Underwriters' Option as described in Section 5.2(c), if any.

"*Delaware Act*" means the Delaware Revised Uniform Limited Partnership Act, 6 Del C. Section 17-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

"*Departing General Partner*" means a former General Partner from and after the effective date of any withdrawal or removal of such former General Partner pursuant to Section 11.1 or 11.2.

"*Disposed of Adjusted Property*" is defined in Section 6.1(d)(xii)(B).

"*Economic Risk of Loss*" has the meaning set forth in Treasury Regulations Section 1.752-2(a).

"*Eligibility Certificate*" is defined in Section 4.8(b).

"*Eligible Holder*" means a Limited Partner whose (a) U.S. federal income tax status would not, in the determination of the General Partner, have the material adverse effect described in Section 4.8(a)(i) or Section 4.8(b) and/or (b) nationality, citizenship or other related status would not, in the determination of the General Partner, create a substantial risk of cancellation or forfeiture as described in Section 4.8(a)(ii).

"*Estimated Incremental Quarterly Tax Amount*" is defined in 0.

"*Event of Withdrawal*" is defined in Section 11.1(a).

"*Excess Additional Book Basis*" is defined in the definition of Additional Book Basis Derivative Items.

"*Excess Distribution*" is defined in Section 6.1(d)(iii)(A).

"*Excess Distribution Unit*" is defined in Section 6.1(d)(iii)(A).

"*Expansion Capital Expenditures*" means cash expenditures for Capital Improvements, and shall not include Maintenance and Replacement Capital Expenditures or Investment Capital Expenditures. Expansion Capital Expenditures shall include interest (and related fees) on debt incurred to finance the construction of a Capital Improvement and paid in respect of the period beginning on the date that a Group Member enters into a binding obligation to commence construction of a Capital Improvement and ending on the earlier to occur of the date that such Capital Improvement Commences Commercial Service and the date that such Capital Improvement is abandoned or disposed of. Debt incurred to fund such construction period interest payments or to fund distributions in respect of equity issued (including incremental Incentive Distributions related thereto) to fund the construction of a Capital Improvement as described in clause (a)(iv) of the definition of Operating Surplus shall also be deemed to be debt incurred to finance the construction of a Capital Improvement. Where capital expenditures are made in part for Expansion Capital Expenditures and in part for other purposes, the General Partner shall determine the allocation between the amounts paid for each.

"*Final Subordinated Units*" is defined in Section 6.1(d)(x)(A).

"*First Liquidation Target Amount*" is defined in Section 6.1(c)(i)(D).

"*First Target Distribution*" means $0.5031 per Unit per Quarter (or, with respect to periods of less than a full fiscal quarter, it means the product of such amount multiplied by a fraction of which the numerator is the number of days in such period, and the denominator is the total number of days in such fiscal quarter), subject to adjustment in accordance with Sections 5.10, 6.6 and 0.

"*Fully Diluted Weighted Average Basis*" means, when calculating the number of Outstanding Units for any period, a basis that includes (1) the weighted average number of Outstanding Units plus (2) all Partnership Interests and options, rights, warrants, phantom units and appreciation rights relating to an equity interest in the Partnership (a) that are convertible into or exercisable or exchangeable for Units or for which Units are issuable, each case that are senior to or pari passu with the Subordinated Units, (b) whose conversion, exercise or exchange price is less than the Current Market Price on the date of such calculation, (c) that may be converted into or exercised or exchanged for such Units prior to or during the Quarter immediately following the end of the period for which the calculation is being made without the satisfaction of any contingency beyond the control of the holder other than the payment of consideration and the compliance with administrative mechanics applicable to such conversion, exercise or exchange and (d) that were not converted into or exercised or exchanged for such Units during the period for which the calculation is being made; *provided*, *however*, that for purposes of determining the number of Outstanding Units on a Fully Diluted Weighted Average Basis when calculating whether the Subordination Period has ended or the Subordinated Units are entitled to convert into Common Units pursuant to Section 5.6, such Partnership Interests, options, rights, warrants and appreciation rights shall be deemed to have been Outstanding Units only for the four Quarters that comprise the last four Quarters of the measurement period; *provided*, *further*, that if consideration will be paid to any Group Member in connection with such conversion, exercise or exchange, the number of Units to be included in such calculation shall be that number equal to the difference between (i) the number of Units issuable upon such conversion, exercise or exchange and (ii) the number of Units that such consideration would purchase at the Current Market Price.

"*General Partner*" means Lehigh Gas GP LLC, a Delaware limited liability company, 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).

"*General Partner Interest*" means the interest of the General Partner in the Partnership (in its capacity as a general partner and without any reference to any Limited Partner Interest held by it) and includes any and all rights, powers and benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement. The General Partner Interest does not include any rights to ownership or profits or losses or any rights to receive distributions from operations or upon the liquidation or winding-up of the Partnership.

"*Gross Liability Value*" means, with respect to any Liability of the Partnership described in Treasury Regulations Section 1.752-7(b)(3)(i), the amount of cash that a willing assignor would pay to a willing assignee to assume such Liability in an arm's length transaction.

"*Group*" means a Person that with or through any of its Affiliates or Associates has any contract, arrangement, understanding or relationship for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent given to such Person in response to a proxy or consent solicitation made to 10 or more Persons), exercising investment power or disposing of any Partnership Interests with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, Partnership Interests.

"*Group Member*" means a member of the Partnership Group.

"*Group Member Agreement*" means the partnership agreement of any Group Member, other than the Partnership, that is a limited or general partnership, the limited liability company agreement of any Group Member that is a limited liability company, the certificate of incorporation and bylaws or similar organizational documents of any Group Member that is a corporation, the joint venture agreement or similar governing document of any Group Member that is a joint venture and the governing or organizational or similar documents of any other Group Member that is a Person other than a limited or general partnership, limited liability company, corporation or joint venture, as such may be amended, supplemented or restated from time to time.

"*Hedge Contract*" means any exchange, swap, forward, cap, floor, collar, option or other similar agreement or arrangement entered into for the purpose of reducing the exposure of the Partnership Group to fluctuations in the price of hydrocarbons or interest rates, basis differentials or currency exchange rates in their operations or financing activities, in each case, other than for speculative purposes.

"*Holder*" as used in Section 7.12, is defined in Section 7.12(a).

"*IDR Reset Common Unit*" is defined in Section 5.10(a).

"*IDR Reset Election*" is defined in Section 5.10(a).

"*Incentive Distribution Right*" means a Limited Partner Interest having the rights and obligations specified with respect to Incentive Distribution Rights in this Agreement.

"*Incentive Distributions*" means any amount of cash distributed to the holders of the Incentive Distribution Rights pursuant to Section 6.4.

"*Incremental Income Taxes*" is defined in 0.

"*Indemnified Persons*" is defined in Section 7.12(c).

"*Indemnitee*" means (a) any General Partner, (b) any Departing General Partner, (c) any Person who is or was an Affiliate of the General Partner or any Departing General Partner, (d) any Person who is or was a manager, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of (i) any Group Member, a General Partner or any Departing General Partner or (ii) any Affiliate of any Group Member, a General Partner or any Departing General Partner, (e) any Person who is or was serving at the request of a General Partner, any Departing General Partner or any of their respective Affiliates as an officer, director, manager, managing member, general partner, employee, agent, fiduciary or trustee of another Person owing a fiduciary or similar duty to any Group Member; *provided*, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, (f) any Person who controls a General Partner or Departing General Partner and (g) any Person the General Partner designates as an "Indemnitee" for purposes of this Agreement because such Person's service, status or relationship exposes such Person to potential

claims, demands, actions, suits or proceedings relating to the Partnership Group's business and affairs.

"*Ineligible Holder*" is defined in Section 4.8(c).

"*Initial Common Units*" means the Common Units sold in the Initial Offering.

"*Initial Limited Partners*" means (a) each Sponsor Entity Contributor (with respect to the Common Units and Subordinated Units received by each pursuant to Section 5.2(a)); (b) the General Partner (with respect to the Incentive Distribution Rights); and (c) the Underwriters, in each case upon being admitted to the Partnership in accordance with Section 10.1.

"*Initial Offering*" means the initial offering and sale of Common Units to the public, as described in the Registration Statement, including any Common Units issued pursuant to the exercise of the Underwriters' Option.

"*Initial Unit Price*" means (a) with respect to the Common Units and the Subordinated Units, the initial public offering price per Common Unit at which the Underwriters offered the Common Units to the public for sale as set forth on the cover page of the prospectus included as part of the Registration Statement and first issued at or after the time the Registration Statement first became effective or (b) with respect to any other class or series of Units, the price per Unit at which such class or series of Units is initially sold by the Partnership, as determined by the General Partner, in each case adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision or combination of Units.

"*Interim Capital Transactions*" means the following transactions if they occur prior to the Liquidation Date: (a) borrowings, refinancings or refundings of indebtedness (other than Working Capital Borrowings and other than for items purchased on open account or for a deferred purchase price in the ordinary course of business) by any Group Member and sales of debt securities of any Group Member; (b) sales of equity interests of any Group Member; and (c) sales or other voluntary or involuntary dispositions of any assets of any Group Member other than (i) sales or other dispositions of inventory, accounts receivable and other assets in the ordinary course of business, and (ii) sales or other dispositions of assets as part of normal retirements or replacements.

"*Investment Capital Expenditures*" means capital expenditures other than Maintenance and Replacement Capital Expenditures and Expansion Capital Expenditures.

"*LGO*" means Lehigh Gas - Ohio Holdings, LLC, a Delaware limited liability company.

"*Liability*" means any liability or obligation of any nature, whether accrued, contingent or otherwise.

"*Limited Partner*" means, unless the context otherwise requires, each Initial Limited Partner, each additional Person that becomes a Limited Partner pursuant to the terms of this Agreement and any Departing General Partner upon the change of its status from General Partner to Limited Partner pursuant to Section 11.3, in each case, in such Person's capacity as a limited partner of the Partnership.

"*Limited Partner Interest*" means the ownership interest of a Limited Partner in the Partnership, which may be evidenced by Common Units, Subordinated Units, Incentive Distribution Rights or other Partnership Interests or a combination thereof or interest therein, and includes any and all benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner to comply with the terms and provisions of this Agreement.

"*Liquidation Date*" means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clauses (a) and (b) of the first sentence of Section 12.2, the date on which the applicable time period during which the holders of Outstanding Units have the right to elect to continue the business of the Partnership has expired without such an election being made, and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

"*Liquidator*" means one or more Persons selected by the General Partner to perform the functions described in Section 12.4 as liquidating trustee of the Partnership within the meaning of the Delaware Act.

"*LTIP*" means the Lehigh Gas Partners LP 2012 Incentive Award Plan, as may be amended, and any equity compensation plan successor thereto.

"*Maintenance and Replacement Capital Expenditures*" means cash expenditures (including expenditures for the addition or improvement to or replacement of the capital assets owned by any Group Member or for the acquisition of existing, or the construction or development of new, capital assets) if such expenditures are made to maintain the asset base of the Partnership Group.

"*Merger Agreement*" is defined in Section 14.1.

"*Minimum Quarterly Distribution*" means $0.4375 per Unit per Quarter (or with respect to periods of less than a full fiscal quarter, it means the product of such amount multiplied by a fraction of which the numerator is the number of days in such period and the denominator is the total number of days in such fiscal quarter), subject to adjustment in accordance with Sections 5.10, 6.6 and 0.

"*National Securities Exchange*" means an exchange registered with the Commission under Section 6(a) of the Securities Exchange Act (or any successor to such Section) and any other securities exchange (whether or not registered with the Commission under Section 6(a) (or successor to such Section) of the Securities Exchange Act) that the General Partner shall designate as a National Securities Exchange for purposes of this Agreement.

"*Net Agreed Value*" means, (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liability the type and amount of which would reduce a partner's capital account under Treasury Regulations Section 1.704-1(b)(2)(iv)(b) and that is either assumed by the Partnership upon such contribution or to which such property is subject when contributed and (b) in the case of any property distributed to a Partner by the Partnership, the Partnership's Carrying Value of such property (as adjusted pursuant to Section 5.4(d)(ii)) at the

time such property is distributed, reduced by any liability the type and amount of which would reduce a partner's capital account under Treasury Regulations Section 1.704-1(b)(2)(iv)(b) and that is either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution.

"*Net Income*" means, for any taxable period, the excess, if any, of the Partnership's items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period over the Partnership's items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with Section 5.4 but shall not include any items specially allocated under Section 6.1(d); *provided*, that the determination of the items that have been specially allocated under Section 6.1(d) shall be made without regard to any reversal of such items under Section 6.1(d)(xii).

"*Net Loss*" means, for any taxable period, the excess, if any, of the Partnership's items of loss and deduction (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period over the Partnership's items of income and gain (other than those items taken into account in the computation of Net Termination Gain or Net Termination Loss) for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.4 but shall not include any items specially allocated under Section 6.1(d); *provided*, that the determination of the items that have been specially allocated under Section 6.1(d) shall be made without regard to any reversal of such items under Section 6.1(d)(xii).

"*Net Positive Adjustments*" means, with respect to any Partner, the excess, if any, of the total positive adjustments over the total negative adjustments made to the Capital Account of such Partner pursuant to Book-Up Events and Book-Down Events.

"*Net Termination Gain*" means, for any taxable period, the sum, if positive, of all items of income, gain, loss or deduction (determined in accordance with Section 5.4) that are (a) recognized (i) after the Liquidation Date or (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (excluding any disposition to a member of the Partnership Group), or (b) deemed recognized by the Partnership pursuant to Section 5.4(d); *provided*, however, the items included in the determination of Net Termination Gain shall not include any items of income, gain or loss specially allocated under Section 6.1(d).

"*Net Termination Loss*" means, for any taxable period, the sum, if negative, of all items of income, gain, loss or deduction (determined in accordance with Section 5.4) that are (a) recognized (i) after the Liquidation Date or (ii) upon the sale, exchange or other disposition of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions (excluding any disposition to a member of the Partnership Group), or (b) deemed recognized by the Partnership pursuant to Section 5.4(d); *provided, however*, items included in the determination of Net Termination Loss shall not include any items of income, gain or loss specially allocated under Section 6.1(d).

"*Nonrecourse Built-in Gain*" means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Section 6.2(b) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

"*Nonrecourse Deductions*" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulations Section 1.704-2(b), are attributable to a Nonrecourse Liability.

"*Nonrecourse Liability*" has the meaning set forth in Treasury Regulations Section 1.752-1(a)(2).

"*Notice of Election to Purchase*" is defined in Section 15.1(b).

"*Omnibus Agreement*" means that certain Omnibus Agreement, dated as of the Closing Date, among the General Partner, the Partnership, Lehigh Gas Corporation, a Delaware corporation, and certain other parties thereto, as such may be amended, supplemented or restated from time to time.

"*Operating Expenditures*" means all Partnership Group cash expenditures (or the Partnership's proportionate share of expenditures in the case of Subsidiaries that are not wholly owned), including taxes, reimbursements of expenses of the General Partner and its Affiliates, payments made in the ordinary course of business under any Hedge Contracts, officer compensation, repayment of Working Capital Borrowings, debt service payments and Maintenance and Replacement Capital Expenditures, subject to the following:

(a) repayments of Working Capital Borrowings deducted from Operating Surplus pursuant to clause (b)(iii) of the definition of "Operating Surplus" shall not constitute Operating Expenditures when actually repaid;

(b) payments (including prepayments and prepayment penalties) of principal of and premium on indebtedness other than Working Capital Borrowings shall not constitute Operating Expenditures;

(c) Operating Expenditures shall not include (i) Expansion Capital Expenditures, (ii) Investment Capital Expenditures, (iii) payment of transaction expenses (including taxes) relating to Interim Capital Transactions, (iv) distributions to Partners, or (v) repurchases of Partnership Interests, other than repurchases of Partnership Interests to satisfy obligations under employee benefit plans, or reimbursements of expenses of the General Partner for such purchases. Where capital expenditures are made in part for Maintenance and Replacement Capital Expenditures and in part for other purposes, the General Partner shall determine the allocation between the amounts paid for each; and

(d) (i) payments made in connection with the initial purchase of any Hedge Contract shall be amortized over the life of such Hedge Contract and (ii) payments made in

connection with the termination of any Hedge Contract prior to its stipulated settlement or termination date shall be included in equal quarterly installments over what would have been the remaining scheduled term of such Hedge Contract had it not been so terminated.

"*Operating Surplus*" means, with respect to any period ending prior to the Liquidation Date, on a cumulative basis and without duplication,

(a) the sum of (i) $15 million, (ii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) for the period beginning on the Closing Date and ending on the last day of such period, but excluding cash receipts from Interim Capital Transactions and provided that cash receipts from the termination of any Hedge Contract prior to its stipulated settlement or termination date shall be included in equal quarterly installments over what would have been the remaining scheduled life of such Hedge Contract had it not been so terminated, (iii) all cash receipts of the Partnership Group (or the Partnership's proportionate share of cash receipts in the case of Subsidiaries that are not wholly owned) after the end of such period but on or before the date of determination of Operating Surplus with respect to such period resulting from Working Capital Borrowings, and (iv) the amount of cash distributions paid (including incremental Incentive Distributions) in respect of equity issued, other than equity issued in the Initial Offering, to finance all or a portion of the construction, acquisition or improvement of a Capital Improvement and paid in respect of the period beginning on the date that the Group Member enters into a binding obligation to commence the construction, acquisition or improvement of a Capital Improvement and ending on the earlier to occur of the date the Capital Improvement or replacement capital asset Commences Commercial Service and the date that it is abandoned or disposed of (equity issued, other than equity issued in the Initial Offering, to fund the construction period interest payments on debt incurred, or construction period distributions on equity issued, to finance the construction, acquisition or improvement of a Capital Improvement shall also be deemed to be equity issued to finance the construction, acquisition or improvement of a Capital Improvement for purposes of this clause (iv)), less

(b) the sum of (i) Operating Expenditures for the period beginning on the Closing Date and ending on the last day of such period; (ii) the amount of cash reserves established by the General Partner (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) to provide funds for future Operating Expenditures; (iii) all Working Capital Borrowings not repaid within twelve (12) months after having been incurred and (iv) any cash loss realized on disposition of an Investment Capital Expenditure;

provided, *however*, that the General Partner's estimate of disbursements made (including contributions to a Group Member or disbursements on behalf of a Group Member), cash received or cash reserves established, increased or reduced after the end of such period but on or before the date on which cash or cash equivalents will be distributed with respect to such period shall be deemed to have been made, received, established, increased or reduced, for purposes of determining Operating Surplus, within such period if the General Partner so determines.

Notwithstanding the foregoing, "*Operating Surplus*" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero. Cash receipts from an

Investment Capital Expenditure shall be treated as cash receipts only to the extent they are a return on principal, but in no event shall a return of principal be treated as cash receipts.

"*Opinion of Counsel*" means a written opinion of counsel (who may be regular counsel to the Partnership or the General Partner or any of its Affiliates) acceptable to the General Partner.

"*Option Closing Date*" means the date or dates on which any Common Units are sold by the Partnership to the Underwriters upon exercise of the Underwriters' Option.

"*Organizational Limited Partner*" means Lehigh Gas Corporation, in its capacity as the organizational limited partner of the Partnership pursuant to this Agreement.

"*Outstanding*" means, with respect to Partnership Interests, all Partnership Interests that are issued by the Partnership and reflected as outstanding on the Partnership's books and records as of the date of determination; *provided*, *however*, that if at any time any Person or Group (other than the General Partner or its Affiliates) beneficially owns 20% or more of the Outstanding Partnership Interests of any class then Outstanding, none of the Partnership Interests owned by such Person or Group shall be entitled to be voted on any matter or be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement, except that Partnership Interests so owned shall be considered to be Outstanding for purposes of Section 11.1(b)(iv) (such Partnership Interests shall not, however, be treated as a separate class of Partnership Interests for purposes of this Agreement or the Delaware Act); *provided*, *further*, that the foregoing limitation shall not apply to (i) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class then Outstanding directly from the General Partner or its Affiliates (other than the Partnership), (ii) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class then Outstanding directly or indirectly from a Person or Group described in clause (i) *provided* that the General Partner shall have notified such Person or Group in writing that such limitation shall not apply, or (iii) any Person or Group who acquired 20% or more of any Partnership Interests issued by the Partnership, *provided* that the General Partner shall have notified such Person or Group in writing that such limitation shall not apply.

"*Ownership*" means beneficial and Constructive Ownership of any Partnership Interest by a Person, whether such Partnership Interest is held directly or indirectly (including by a nominee). The terms *"Owner," "Owns," "Own,"* and *"Owned"* shall have correlative meanings.

"*Partnership Interest-in-Trust*" shall mean any Partnership Interest designated a Partnership Interest-in-Trust pursuant to Section 4.10(b).

"*Partner Nonrecourse Debt*" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(4).

"*Partner Nonrecourse Debt Minimum Gain*" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(2).

"*Partner Nonrecourse Deductions*" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulations Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

"*Partners*" means the General Partner and the Limited Partners.

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

"*Partnership Group*" means, collectively, the Partnership and its Subsidiaries.

"*Partnership Interest*" means any class or series of equity interest in the Partnership, which shall include any General Partner Interest and Limited Partner Interests, and shall exclude any options, rights, warrants and appreciation rights relating to an equity interest in the Partnership.

"*Partnership Minimum Gain*" means that amount determined in accordance with the principles of Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"*Percentage Interest*" means as of any date of determination (a) as to any Unitholder with respect to Units, the product obtained by multiplying (i) 100% less the percentage applicable to clause (b) by (ii) the quotient expressed as a percentage obtained by dividing (A) the number of Units held by such Unitholder, as applicable, by (B) the total number of Outstanding Units, and (b) as to the holders of other Partnership Interests issued by the Partnership in accordance with Section 5.5, the percentage established as a part of such issuance. The Percentage Interest with respect to an Incentive Distribution Right and General Partner Interest shall at all times be zero.

"*Permitted Transferee*" means any Person designated as a Permitted Transferee in accordance with the provisions of Section 4.10(g)(v).

"*Person*" means an individual or a corporation, joint stock corporation, firm, limited liability company, partnership, joint venture, estate, trust, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, unincorporated organization, association, private foundation within the meaning of Section 509(a) of the Code, government agency or political subdivision thereof or other entity.

"*Per Unit Capital Amount*" means, as of any date of determination, the Capital Account, stated on a per Unit basis, underlying any class of Units held by a Person other than the General Partner or any Affiliate of the General Partner who holds Units.

"*Pro Rata*" means (a) when used with respect to Units or any class thereof, apportioned equally among all designated Units in accordance with their relative Percentage Interests, (b) when used with respect to Partners or Record Holders, apportioned among all Partners or Record Holders in accordance with their relative Percentage Interests and (c) when used with respect to holders of Incentive Distribution Rights, apportioned equally among all holders of Incentive Distribution Rights in accordance with the relative number or percentage of Incentive Distribution Rights held by each such holder.

"*Prohibited Owner*" means, with respect to any purported Section 4.10 Transfer or Section 4.10 Non-Transfer Event, any Person who, but for the provisions of Sections 4.10(a) and 4.10(b), would cause the Partnership, together with any and all of the Section 4.10 Subsidiaries, to Own in the aggregate (i) in the case of any tenant or sub-tenant of any real property (or interest in real property) of the Partnership or any of its Section 4.10 Subsidiaries that is a corporation for U.S. federal income tax purposes, stock of such tenant or sub-tenant possessing ten percent (10%) or more of the total combined voting power of all classes of stock entitled to vote or ten percent (10%) or more of the total value of shares of all classes of stock of such tenant or sub-tenant, within the meaning of Section 856(d)(2)(B)(i) of the Code; or (ii) in the case of any tenant or sub-tenant of any real property (or interest in real property) of the Partnership or any of its Section 4.10 Subsidiaries that is a "partnership" for U.S. federal income tax purposes (including LGO for so long as LGO is such a tenant or sub-tenant), an interest of ten percent (10%) or more (or in the case of LGO, more than five percent (5%)) in the assets or net profits of such tenant or sub-tenant, within the meaning of Section 856(d)(2)(B)(ii) of the Code.

"*Purchase Date*" means the date determined by the General Partner as the date for purchase of all Outstanding Limited Partner Interests of a certain class (other than Limited Partner Interests owned by the General Partner and its Affiliates) pursuant to Article XV.

"*Qualifying Income Threshold Violation*" is defined in Section 4.10(f).

"*Quarter*" means, unless the context requires otherwise, a fiscal quarter of the Partnership, or, with respect to the fiscal quarter of the Partnership that commences immediately after the Closing Date, the portion of such fiscal quarter after the Closing Date.

"*Rate Eligibility Trigger*" is defined in Section 4.8(a)(i).

"*Recapture Income*" means any gain recognized by the Partnership (computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

"*Record Date*" means the date established by the General Partner or otherwise in accordance with this Agreement for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Limited Partners or entitled to vote by ballot or give approval of Partnership action in writing without a meeting or entitled to exercise rights in respect of any lawful action of Limited Partners or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

"*Record Holder*" means (a) with respect to Partnership Interests of any class of Partnership Interests for which a Transfer Agent has been appointed, the Person in whose name a Partnership Interest of such class is registered on the books of the Transfer Agent as of the closing of business on a particular Business Day, or (b) with respect to other classes of Partnership Interests, the Person in whose name any such other Partnership Interest is registered

on the books that the General Partner has caused to be kept as of the closing of business on such Business Day.

"*Redeemable Interests*" means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 4.9(a).

"*Registration Statement*" means the Registration Statement on Form S-1 (Registration No. 333-181370) as it has been or as it may be amended or supplemented from time to time, filed by the Partnership with the Commission under the Securities Act to register the offering and sale of the Common Units in the Initial Offering.

"*Remaining Net Positive Adjustments*" means as of the end of any taxable period, (i) with respect to the Unitholders holding Common Units or Subordinated Units, the excess of (a) the Net Positive Adjustments of the Unitholders holding Common Units or Subordinated Units as of the end of such period over (b) the sum of those Partners' Share of Additional Book Basis Derivative Items for each prior taxable period, (ii) with respect to the General Partner (as holder of the General Partner Interest), the excess of (a) the Net Positive Adjustments of the General Partner as of the end of such period over (b) the sum of the General Partner's Share of Additional Book Basis Derivative Items with respect to the General Partner Interest for each prior taxable period, and (iii) with respect to the holders of Incentive Distribution Rights, the excess of (a) the Net Positive Adjustments of the holders of Incentive Distribution Rights as of the end of such period over (b) the sum of the Share of Additional Book Basis Derivative Items of the holders of the Incentive Distribution Rights for each prior taxable period.

"*Required Allocations*" means any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(d)(i), Section 6.1(d)(ii), Section 6.1(d)(iv), Section 6.1(d)(v), Section 6.1(d)(vi), Section 6.1(d)(vii) or Section 6.1(d)(ix).

"*Reset MQD*" is defined in Section 5.10(e).

"*Reset Notice*" is defined in Section 5.10(b).

"*Restriction Termination Date*" means the first day after the date on which the General Partner determines that it is no longer in the best interests of the Partnership to meet (or the Partnership otherwise no longer meets) the gross income requirements of Section 7704(c)(2) of the Code (or any successor provision thereto).

"*Second Liquidation Target Amount*" is defined in Section 6.1(c)(i)(E).

"*Second Target Distribution*" means $0.5469 per Unit per Quarter (or, with respect to periods of less than a full fiscal quarter, it means the product of such amount multiplied by a fraction of which the numerator is the number of days in such period, and the denominator is the total number of days in such fiscal quarter), subject to adjustment in accordance with Section 5.10, Section 6.6 and 0.

"*Section 4.10 Market Price*" on any date shall mean (a) in the case of Common Units, the Current Market Price, and (b) in the case of any other class or type of Partnership Interest other

than Common Units, the fair market value of such interest as determined in good faith by the General Partner.

"*Section 4.10 Non-Transfer Event*" shall mean an event, other than a purported Section 4.10 Transfer, that would cause any Person to violate the provisions of Section 4.10(a). Non-Transfer Events include, but are not limited to, (i) the granting of any option or entering into any agreement for the sale, transfer, or other disposition of a Partnership Interest, (ii) the sale, transfer, assignment, or other disposition of any securities or rights convertible into or exchangeable for a Partnership Interest, (iii) a Person purchasing or otherwise acquiring an interest in a Person which Owns Units, or (iv) a redemption, repurchase, restructuring or similar transaction with respect to a person that Owns any Partnership Interest.

"*Section 4.10 Subsidiary*" shall mean any direct or indirect subsidiary of the Partnership (including, without limitation, any partnership, limited liability company, trust or other entity, but not including any entity that is, and/or that is otherwise treated as, a corporation for U.S. federal income tax purposes).

"*Section 4.10 Transfer*" (as a noun) shall mean any issuance, sale, transfer, gift, assignment, devise, or other disposition of a Partnership Interest, whether voluntary or involuntary, whether of record, constructively or beneficially, and whether by operation of law or otherwise. "*Section 4.10 Transfer*" (as a verb) shall have the correlative meaning.

"*Securities Act*" means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute.

"*Securities Exchange Act*" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute.

"*Share of Additional Book Basis Derivative Items*" means in connection with any allocation of Additional Book Basis Derivative Items for any taxable period, (i) with respect to the Unitholders holding Common Units or Subordinated Units, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Unitholders' Remaining Net Positive Adjustments as of the end of such taxable period bears to the Aggregate Remaining Net Positive Adjustments as of that time, (ii) with respect to the General Partner (in respect of the General Partner Interest), the amount that bears the same ratio to such Additional Book Basis Derivative Items as the General Partner's Remaining Net Positive Adjustments as of the end of such taxable period bears to the Aggregate Remaining Net Positive Adjustment as of that time, and (iii) with respect to the Partners holding Incentive Distribution Rights, the amount that bears the same ratio to such Additional Book Basis Derivative Items as the Remaining Net Positive Adjustments of the Partners holding the Incentive Distribution Rights as of the end of such period bears to the Aggregate Remaining Net Positive Adjustments as of that time.

"*Special Approval*" means approval by a majority of the members of the Conflicts Committee.

"*Sponsor Entity Contributor*" means each entity as set forth on Exhibit B, collectively, the "*Sponsor Entity Contributors*."

"*Subordinated Unit*" means a Partnership Interest representing a fractional part of the Partnership Interests of all Limited Partners and having the rights and obligations specified with respect to Subordinated Units in this Agreement. The term "Subordinated Unit" does not refer to or include a Common Unit. A Subordinated Unit that is convertible into a Common Unit shall not constitute a Common Unit until such conversion occurs.

"*Subordination Period*" means the period commencing on the Closing Date and ending on the first to occur of the following dates:

(a) the first Business Day following the distribution pursuant to Section 6.3(b) in respect of any Quarter beginning with the Quarter ending December 31, 2015 in respect of which (i) (A) distributions from Operating Surplus on each of the Outstanding Common Units and Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case with respect to each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such date equaled or exceeded the sum of the Minimum Quarterly Distribution on all Outstanding Common Units and Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case in respect of such periods and (B) the Adjusted Operating Surplus for each of the three consecutive, non-overlapping four-Quarter periods immediately preceding such date equaled or exceeded the sum of the Minimum Quarterly Distribution on all of the Common Units, Subordinated Units and any other Units that are senior or equal in right of distribution to the Subordinated Units, in each case that were Outstanding during such periods on a Fully Diluted Weighted Average Basis, and (ii) there are no Cumulative Common Unit Arrearages;

(b) the first Business Day following the distribution pursuant to Section 6.3(b) in respect of any Quarter ending on or after December 31, 2013, in respect of which (i) (A) distributions from Operating Surplus on each of the Outstanding Common Units and Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case with respect to the four-Quarter period immediately preceding such date equaled or exceeded 150% of the Minimum Quarterly Distribution on all of the Outstanding Common Units and Subordinated Units and any other Outstanding Units that are senior or equal in right of distribution to the Subordinated Units, in each case in respect of such period (*provided*, that this requirement will be deemed to have not been satisfied if the Partnership was able to distribute such amounts because of a material deviation from the General Partner's distribution coverage policy, as in effect from time to time, and (B) the Adjusted Operating Surplus for the four-Quarter period immediately preceding such date equaled or exceeded 150% of the sum of the Minimum Quarterly Distribution on all of the Common Units and Subordinated Units and any other Units that are senior or equal in right of distribution to the Subordinated Units, in each case that were Outstanding during such period on a Fully Diluted Weighted Average Basis and and the corresponding Incentive Distributions and (ii) there are no Cumulative Common Unit Arrearages; and

(c) the first date on which there are no longer outstanding any Subordinated Units due to the conversion of Subordinated Units into Common Units pursuant to Section 5.6 or otherwise.

"*Subsidiary*" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general partner of such partnership, but only if such Person, directly or by one or more Subsidiaries of such Person, or a combination thereof, controls such partnership on the date of determination or (c) any other Person in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"*Surviving Business Entity*" is defined in Section 14.2(b)(ii).

"*Target Distribution*" means each of the Minimum Quarterly Distribution, the First Target Distribution, Second Target Distribution and Third Target Distribution.

"*Third Target Distribution*" means $0.6563 per Unit per Quarter (or, with respect to periods of less than a full fiscal quarter, it means the product of such amount multiplied by a fraction of which the numerator is the number of days in such period, and the denominator is the total number of days in such fiscal quarter), subject to adjustment in accordance with Sections 5.10, 6.6 and 0.

"*Trading Day*" means, for the purpose of determining the Current Market Price of any class of Limited Partner Interests, a day on which the principal National Securities Exchange on which such class of Limited Partner Interests is listed for or admitted to trading is open for the transaction of business or, if Limited Partner Interests of a class are not listed for or admitted to trading on any National Securities Exchange, a day on which banking institutions in New York City generally are open.

"*transfer*" is defined in Section 4.4(a).

"*Transfer Agent*" means such bank, trust company or other Person (including the General Partner or one of its Affiliates) as may be appointed from time to time by the Partnership to act as registrar and transfer agent for any class of Partnership Interests; *provided*, that if no Transfer Agent is specifically designated for any class of Partnership Interests, the General Partner shall act in such capacity.

"*Trust*" shall mean any separate trust created pursuant to Section 4.10(b) and administered in accordance with the terms of Section 4.10(g) for the exclusive benefit of any Beneficiary.

"*Trustee*" shall mean such one or more Persons selected by the General Partner and who or that is not affiliated with the Partnership to serve as the trustee(s) of the Trust.

"*Underwriter*" means each Person named as an underwriter in Schedule I to the Underwriting Agreement who purchases Common Units pursuant thereto.

"*Underwriters' Additional Cash Contribution*" is defined in Section 5.2(c).

"*Underwriters' Option*" means the option to purchase additional Common Units granted to the Underwriters by the Partnership pursuant to the Underwriting Agreement.

"*Underwriting Agreement*" means that certain Underwriting Agreement, dated as of October 24, 2012, among the Underwriters, the Partnership, the General Partner and the other parties thereto, providing for the purchase of Common Units by the Underwriters.

"*Unit*" means a Partnership Interest that is designated as a "Unit" and shall include Common Units and Subordinated Units but shall not include (i) the General Partner Interest or (ii) Incentive Distribution Rights.

"*Unitholders*" means the holders of Units.

"*Unit Majority*" means (i) during the Subordination Period, at least a majority of the Outstanding Common Units (excluding Common Units owned by the General Partner and its Affiliates), voting as a class, and at least a majority of the Outstanding Subordinated Units, voting as a class, and (ii) after the end of the Subordination Period, at least a majority of the Outstanding Common Units.

"*Unpaid MQD*" is defined in Section 6.1(c)(i)(B).

"*Unrealized Gain*" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the fair market value of such property as of such date (as determined under Section 5.4(d)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.4(d) as of such date).

"*Unrealized Loss*" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.4(d) as of such date) over (b) the fair market value of such property as of such date (as determined under Section 5.4(d)).

"*Unrecovered Initial Unit Price*" means at any time, with respect to a Unit, the Initial Unit Price less the sum of all distributions constituting Capital Surplus theretofore made in respect of an Initial Common Unit and any distributions of cash (or the Net Agreed Value of any distributions in kind) in connection with the dissolution and liquidation of the Partnership theretofore made in respect of an Initial Common Unit, adjusted as the General Partner determines to be appropriate to give effect to any distribution, subdivision, or combination of such Units.

"*Unrestricted Person*" means (a) each Indemnitee, (b) each Partner, (c) each Person who is or was a member, partner, director, officer, employee or agent of any Group Member, a General Partner or any Departing General Partner or any Affiliate of any Group Member, a

General Partner or any Departing General Partner and (d) any Person the General Partner designates as an "Unrestricted Person" for purposes of this Agreement.

"*U.S. GAAP*" means United States generally accepted accounting principles, as in effect from time to time, consistently applied.

"*Withdrawal Opinion of Counsel*" is defined in Section 11.1(b).

"*Working Capital Borrowings*" means borrowings used solely for working capital purposes or to pay distributions to Partners, made pursuant to a credit facility, commercial paper facility or other similar financing arrangement; *provided*, that when incurred it is the intent of the borrower to repay such borrowings within 12 months from sources other than additional Working Capital Borrowings.

Section 1.2 *Construction*. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (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

ORGANIZATION

Section 2.1 *Formation*. The General Partner and the Organizational Limited Partner have previously formed the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. This amendment and restatement shall become effective on the date of this Agreement. Except as expressly provided to the contrary in this Agreement, the rights, duties (including fiduciary duties), liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act.

Section 2.2 *Name*. The name of the Partnership shall be "Lehigh Gas 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 2.3 *Registered Office; Registered Agent; Principal Office; Other Offices*. Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 1675 South State Street, Suite B, Dover, Kent County, Delaware 19901, and the registered agent for service of process on the Partnership in the State of

Delaware at such registered office shall be Capitol Services, Inc.. The principal office of the Partnership shall be located at 702 West Hamilton Street, Suite 203, Allentown, PA 18101, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 702 West Hamilton Street, Suite 203, Allentown, PA 18101, or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

Section 2.4 *Purpose and Business*. The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner, in its sole discretion, and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity, and (b) do anything necessary or appropriate in connection with the foregoing, including the making of capital contributions or loans to a Group Member; *provided*, *however*, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an entity taxable as a corporation for U.S. federal income tax purposes. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve, and may, in its sole discretion, decline to propose or approve, the conduct by the Partnership of any business.

Section 2.5 *Powers*. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 *Term*. The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Act and shall continue in existence until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

Section 2.7 *Title to Partnership Assets*. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more of its Affiliates or one or more nominees, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more of its Affiliates or one or more nominees shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; *provided*, *however*, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect

of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership as soon as reasonably practicable; *provided*, *further*, that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to the General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III

RIGHTS OF LIMITED PARTNERS

Section 3.1 *Limitation of Liability*. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Delaware Act.

Section 3.2 *Management of Business*. No Limited Partner, in its capacity as such, shall participate in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. All actions taken by any Affiliate of the General Partner or any officer, director, employee, manager, member, general partner, agent or trustee of the General Partner or any of its Affiliates, or any officer, director, employee, manager, member, general partner, agent or trustee of a Group Member, in its capacity as such, shall not be deemed to be participating in the control of the business of the Partnership by a limited partner of the Partnership (within the meaning of Section 17-303(a) of the Delaware Act) and shall not affect, impair or eliminate the limitations on the liability of the Limited Partners under this Agreement.

Section 3.3 *Outside Activities of the Limited Partners*. Subject to the provisions of Section 7.6, which shall continue to be applicable to the Persons referred to therein, regardless of whether such Persons shall also be Limited Partners, each Limited Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership Group. Neither the Partnership nor any of the other Partners shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner.

Section 3.4 *Rights of Limited Partners*

(a) In addition to other rights provided by this Agreement or by applicable law (other than Section 17-305(a) of the Delaware Act, the obligations of which are expressly replaced in their entirety by the provisions of this Section 3.4), and except as limited by Section 3.4(b), each Limited

Partner shall have the right, for a purpose that is reasonably related, as determined by the General Partner, to such Limited Partner's interest as a Limited Partner in the Partnership, upon reasonable written demand stating the purpose of such demand and at such Limited Partner's own expense, to obtain:

(i) true and full information regarding the status of the business and financial condition of the Partnership (*provided*, that the requirements of this Section 3.4(a)(i) shall be satisfied to the extent the Limited Partner is furnished the Partnership's most recent annual report and any subsequent quarterly or periodic reports required to be filed (or which would be required to be filed) with the Commission pursuant to Section 13 of the Securities Exchange Act);

(ii) a current list of the name and last known business, residence or mailing address of each Record Holder;

(iii) a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto, together with copies of the executed copies of all powers of attorney pursuant to which this Agreement, the Certificate of Limited Partnership and all amendments thereto have been executed; and

(iv) such other information regarding the affairs of the Partnership as the General Partner determines is just and reasonable.

(b) The General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner deems reasonable, (i) any information that the General Partner reasonably believes to be in the nature of trade secrets or (ii) other information the disclosure of which the General Partner believes (A) is not in the best interests of the Partnership Group, (B) could damage the Partnership Group or its business or (C) that any Group Member is required by law or by agreement with any third party to keep confidential (other than agreements with Affiliates of the Partnership the primary purpose of which is to circumvent the obligations set forth in this Section 3.4).

(c) Notwithstanding any other provision of this Agreement or Section 17-305 of the Delaware Act, each of the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby agrees to the fullest extent permitted by law that they do not have rights to receive information from the Partnership or any Indemnitee for the purpose of determining whether to pursue litigation or assist in pending litigation against the Partnership or any Indemnitee relating to the affairs of the Partnership except pursuant to the applicable rules of discovery relating to litigation commenced by such Person.

ARTICLE IV

CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP INTERESTS; REDEMPTION OF PARTNERSHIP INTERESTS

Section 4.1 *Certificates*. Notwithstanding anything to the contrary herein, unless the General Partner shall determine otherwise in respect of some or all of any or all classes of Partnership Interests, Partnership Interests shall not be evidenced by certificates. Certificates that may be issued shall be executed on behalf of the Partnership by the Chairman of the Board, President or any Executive Vice President or Vice President and the Chief Financial Officer or the Secretary or any Assistant Secretary of the General Partner. No Certificate for a class of

Partnership Interests shall be valid for any purpose until it has been countersigned by the Transfer Agent for such class of Partnership Interests; *provided*, *however*, that if the General Partner elects to cause the Partnership to issue Partnership Interests of such class in global form, the Certificate shall be valid upon receipt of a certificate from the Transfer Agent certifying that the Partnership Interests have been duly registered in accordance with the directions of the Partnership. Subject to the requirements of 0, if Common Units are evidenced by Certificates, on or after the date on which Subordinated Units are converted into Common Units pursuant to the terms of Section 5.6, the Record Holders of such Subordinated Units (i) if the Subordinated Units are evidenced by Certificates, may exchange such Certificates for Certificates evidencing Common Units or (ii) if the Subordinated Units are not evidenced by Certificates, shall be issued Certificates evidencing Common Units.

Section 4.2 *Mutilated, Destroyed, Lost or Stolen Certificates*.

(a) If any mutilated Certificate is surrendered to the Transfer Agent, the appropriate officers of the General Partner on behalf of the Partnership shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and type of Partnership Interests as the Certificate so surrendered.

(b) The appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and the Transfer Agent shall countersign, a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to the General Partner, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the General Partner has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the General Partner, delivers to the General Partner a bond, in form and substance satisfactory to the General Partner, with surety or sureties and with fixed or open penalty as the General Partner may direct to indemnify the Partnership, the Partners, the General Partner and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the General Partner.

If a Limited Partner fails to notify the General Partner within a reasonable period of time after such Limited Partner has notice of the loss, destruction or theft of a Certificate, and a transfer of the Limited Partner Interests represented by the Certificate is registered before the Partnership, the

General Partner or the Transfer Agent receives such notification, the Limited Partner shall be precluded from making any claim against the Partnership, the General Partner or the Transfer Agent for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 4.2, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

Section 4.3 *Record Holders*. The Partnership shall be entitled to recognize the Record Holder as the Partner with respect to any Partnership Interest and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such Partnership Interest on the part of any other Person, regardless of whether the Partnership shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Partnership Interests are listed for or admitted to trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person in acquiring and/or holding Partnership Interests, as between the Partnership on the one hand, and such other Persons on the other, such representative Person shall be (a) the Record Holder of such Partnership Interest and (b) bound by this Agreement and shall have the rights and obligations of a Partner, hereunder as, and to the extent, provided herein.

Section 4.4 *Transfer Generally*.

(a) The term "transfer," when used in this Agreement with respect to a Partnership Interest, shall mean a transaction (i) by which the General Partner assigns its General Partner Interest to another Person, and includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange or any other disposition by law or otherwise or (ii) by which the holder of a Limited Partner Interest assigns such Limited Partner Interest to another Person who is or becomes a Limited Partner, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, excluding a pledge, encumbrance, hypothecation or mortgage but including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article IV. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article IV shall be, to the fullest extent permitted by law, null and void.

(c) Nothing contained in this Agreement shall be construed to prevent a disposition by any stockholder, member, partner or other owner of any Partner of any or all of the shares of stock, membership interests, partnership interests or other ownership interests in such Partner and the term "transfer" shall not mean any such disposition.

Section 4.5 *Registration and Transfer of Limited Partner Interests*.

(a) The General Partner shall keep or cause to be kept on behalf of the Partnership a register in which, subject to such reasonable regulations as it may prescribe and subject to the provisions of Section 4.5(b), the Partnership will provide for the registration and transfer of Limited Partner Interests.

(b) The Partnership shall not recognize any transfer of Limited Partner Interests evidenced by Certificates until the Certificates evidencing such Limited Partner Interests are surrendered for registration of transfer. No charge shall be imposed by the General Partner for such transfer; *provided*, that as a condition to the issuance of any new Certificate under this Section 4.5, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto. Upon surrender of a Certificate for registration of transfer of any Limited Partner Interests evidenced by a Certificate, and subject to the provisions hereof, the appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and in the case of Certificates evidencing Limited Partner Interests, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Limited Partner Interests as was evidenced by the Certificate so surrendered.

(c) By acceptance of the transfer of any Limited Partner Interests in accordance with this Section 4.5 and except as provided in Section 4.8, each transferee of a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) acknowledges and agrees to the provisions of Section 10.1(a).

(d) Subject to (i) the foregoing provisions of this Section 4.5, (ii) Section 4.4, (iii) Section 4.7, (iv) Section 4.10, (v) with respect to any class or series of Limited Partner Interests, the provisions of any statement of designations or an amendment to this Agreement establishing such class or series, (vi) any contractual provisions binding on any Limited Partner and (vii) provisions of applicable law including the Securities Act, Limited Partner Interests shall be freely transferable.

(e) The General Partner and its Affiliates shall have the right at any time to transfer their Subordinated Units, Common Units and Incentive Distribution Rights to one or more Persons.

Section 4.6 *Transfer of the General Partner's General Partner Interest*.

(a) The General Partner may at its option transfer all or any part of its General Partner Interest without Unitholder approval.

(b) Notwithstanding anything herein to the contrary, no transfer by the General Partner of all or any part of its General Partner Interest to another Person shall be permitted unless (i) the transferee agrees to assume the rights and duties of the General Partner under this Agreement and to be bound by the provisions of this Agreement, (ii) the Partnership receives an Opinion of Counsel that such transfer would not result in the loss of limited liability under the Delaware Act of any Limited Partner or cause the Partnership to be treated as an entity taxable as a corporation for U.S. federal income tax purposes (to the extent not already so treated or taxed) and (iii) such transferee also agrees to purchase all (or the appropriate portion thereof, if applicable) of the

partnership or membership interest held by the General Partner as the general partner or managing member, if any, of each other Group Member. In the case of a transfer pursuant to and in compliance with this Section 4.6, the transferee or successor (as the case may

be) shall, subject to compliance with the terms of Section 10.2, be admitted to the Partnership as the General Partner effective immediately prior to the transfer of the General Partner Interest, and the business of the Partnership shall continue without dissolution.

Section 4.7 *Restrictions on Transfers*.

(a) Notwithstanding the other provisions of this Article IV, no transfer of any Partnership Interests shall be made if such transfer would (i) violate the then applicable federal or state securities laws or rules and regulations of the Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer, (ii) terminate the existence or qualification of the Partnership under the laws of the jurisdiction of its formation, or (iii) cause the Partnership to be treated as an entity taxable as a corporation for U.S. federal income tax purposes (to the extent not already so treated or taxed).

(b) The General Partner may impose restrictions on the transfer of Partnership Interests if it determines, with the advice of counsel, that such restrictions are necessary or advisable to (i) avoid a significant risk of the Partnership becoming taxable as a corporation for U.S. federal income tax purposes or (ii) preserve the uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may impose such restrictions by amending this Agreement; *provided*, *however*, that any amendment that would result in the delisting or suspension of trading of any class of Limited Partner Interests on the principal National Securities Exchange on which such class of Limited Partner Interests is then listed for or admitted to trading must be approved, prior to such amendment being effected, by the holders of at least a majority of the Outstanding Limited Partner Interests of such class.

(c) Nothing contained in this Agreement, other than Section 4.7(a), shall preclude the settlement of any transactions involving Partnership Interests entered into through the facilities of any National Securities Exchange on which such Partnership Interests are listed for or admitted to trading.

Section 4.8 *Eligibility Certificates; Ineligible Holders*.

(a) If at any time the General Partner determines, with the advice of counsel, that:

(i) the U.S. federal income tax status (or lack of proof of the U.S. federal income tax status) of one or more Limited Partners or their beneficial owners has or is reasonably likely to have a material adverse effect on the rates that can be charged to customers by any Group Member with respect to assets that are subject to regulation by the Federal Energy Regulatory Commission or similar regulatory body (a "***Rate Eligibility Trigger***"); or

(ii) any Group Member is subject to any U.S. federal, state or local law or regulation that would create a substantial risk of cancellation or forfeiture of any property in which the Group Member has an interest based on the nationality, citizenship or other related status of a Limited Partner (a "***Citizenship Eligibility Trigger***");

then, the General Partner may adopt such amendments to this Agreement as it determines to be necessary or appropriate to (x) in the case of a Rate Eligibility Trigger, obtain such proof of the U.S. federal income tax status of the Limited Partners and, to the extent relevant, their beneficial owners, as the General Partner determines to be necessary or appropriate to reduce risk of the occurence of a material adverse effect on the rates that can be charged to customers by any Group Member or (y) in the case of a Citizenship Eligibility Trigger, obtain such proof of the nationality, citizenship or other related status of the Limited Partner and, to the extent relevant, their beneficial owners as the General Partner determines to be necessary or appropriate to eliminate or mitigate a significant risk of cancellation or forfeiture of any properties or interests therein of a Group Member.

(b) Such amendments may include provisions requiring any individual Partner to certify as to its (and its beneficial owners') status as an Eligible Holder upon demand and on a regular basis, as determined by the General Partner, and may require transferees of Units to so certify prior to being admitted to the Partnership as a Partner (any such required certificate, an "***Eligibility Certificate***").

(c) Such amendments may provide that any Partner who fails to furnish to the General Partner within a reasonable period requested proof of its (and its beneficial owners') status as an Eligible Holder or if upon receipt of such Eligibility Certificate or other requested information the General Partner determines that a Limited Partner (or its beneficial owner) is not an Eligible Holder (an "***Ineligible Holder***"), the Partnership Interests owned by such Limited Partner shall be subject to redemption in accordance with the provisions of Section 4.9. In addition, the General Partner shall be substituted and treated as the owner of all Partnership Interests owned by an Ineligible Holder.

(d) The General Partner shall, in exercising voting rights in respect of Partnership Interests held by it in substitution of Ineligible Holders, cast such votes in the same manner and in the same ratios as the votes of Partners (including the General Partner and its Affiliates) in respect of Partnership Interests other than those of Ineligible Holders are cast.

(e) Upon dissolution of the Partnership, an Ineligible Holder shall have no right to receive a distribution in kind pursuant to Section 12.4 but shall be entitled to the cash equivalent thereof, and the Partnership shall provide cash in exchange for an assignment of the Ineligible Holder's share of any distribution in kind. Such payment and assignment shall be treated for for purposes hereof as a purchase by the Partnership from the Ineligible Holder of the portion of his Partnership Interest representing his right to receive his share of such distribution in kind.

(f) At any time after he can and does certify that he has become an Eligible Holder, an Ineligible Holder may, upon application to the General Partner, request that with respect to any Partnership Interests of such Ineligible Holder not redeemed pursuant to Section 4.9, such Ineligible Holder be admitted as a Partner, and upon approval of the General Partner, such Ineligible Holder shall be admitted as a Partner and shall no longer constitute an Ineligible Holder and the General Partner shall cease to be deemed to be the owner in respect of such Ineligible Holder's Partnership Interests.

Section 4.9 *Redemption of Partnership Interests of Ineligible Holders*.

(a) If at any time a Partner fails to furnish an Eligibility Certificate or other information requested within the period of time specified in amendments adopted pursuant to Section 4.8 or if upon receipt of such Eligibility Certificate, the General Partner determines, with the advice of counsel, that a Partner is an Ineligible Holder, the Partnership may, unless the Partner establishes to the satisfaction of the General Partner that such Partner is an Eligible Holder or has transferred his Limited Partner Interests to a Person who is an Eligible Holder and who furnishes an Eligibility Certificate to the General Partner prior to the date fixed for redemption as provided below, redeem the Partnership Interest of such Partner as follows:

(i) The General Partner shall, not later than the 30th day before the date fixed for redemption, give notice of redemption to the Partner, at his last address designated on the records of the Partnership or the Transfer Agent, as applicable, by registered or certified mail, postage prepaid. The notice shall be deemed to have been given when so mailed. The notice shall specify the Redeemable Interests, the date fixed for redemption, the place of payment, that payment of the redemption price will be made upon redemption of the Redeemable Interests (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender of the Certificate evidencing the Redeemable Interests) and that on and after the date fixed for redemption no further allocations or distributions to which the Partner would otherwise be entitled in respect of the Redeemable Interests will accrue or be made.

(ii) The aggregate redemption price for Redeemable Interests shall be an amount equal to the Current Market Price (the date of determination of which shall be the date fixed for redemption) of Partnership Interests of the class to be so redeemed multiplied by the number of Partnership Interests of each such class included among the Redeemable Interests. The redemption price shall be paid, as determined by the General Partner, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the rate of 8% annually and payable in three equal annual installments of principal together with accrued interest, commencing one year after the redemption date.

(iii) The Partner or his duly authorized representative shall be entitled to receive the payment for the Redeemable Interests at the place of payment specified in the notice of redemption on the redemption date (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender by or on behalf of the Partner at the place specified in the notice of redemption, of the Certificate evidencing the Redeemable Interests, duly endorsed in blank or accompanied by an assignment duly executed in blank).

(iv) After the redemption date, Redeemable Interests shall no longer constitute issued and Outstanding Limited Partner Interests.

(b) The provisions of this Section 4.9 shall also be applicable to Partnership Interests held by a Partner as nominee of a Person determined to be an Ineligible Holder.

(c) Nothing in this Section 4.9 shall prevent the recipient of a notice of redemption from transferring his Partnership Interest before the redemption date if such transfer is otherwise

permitted under this Agreement. Upon receipt of notice of such a transfer, the General Partner shall withdraw the notice of redemption, *provided* the transferee of such Partnership Interest certifies to the satisfaction of the General Partner that he is an Eligible Holder. If the transferee fails to make such certification, such redemption will be effected from the transferee on the original redemption date.

Section 4.10 *Special Transfer Restrictions Regarding Certain Partnership Group Tenants*

Notwithstanding anything in this Agreement to the contrary,

(a) Restrictions on Section 4.10 Transfers. Except as provided in Section 4.10(f), from the date hereof and through and including the Restriction Termination Date, any Section 4.10 Transfer of a Partnership Interest that, if effective, would cause the Partnership, together with any and all Section 4.10 Subsidiaries, to Own in the aggregate: (i) in the case of any tenant or sub-tenant of any real property (or interest in real property) of the Partnership or any of its Section 4.10 Subsidiaries that is a corporation for U.S. federal income tax purposes, stock of such tenant or sub-tenant possessing ten percent (10%) or more of the total combined voting power of all classes of stock entitled to vote or ten percent (10%) or more of the total value of shares of all classes of stock of such tenant or sub-tenant, within the meaning of Section 856(d)(2)(B)(i) of the Code; or (ii) in the case of any tenant or sub-tenant of any real property (or interest in real property) of the Partnership or any of its Section 4.10 Subsidiaries that is a "partnership" for U.S. federal income tax purposes (including LGO for so long as LGO is such a tenant or sub-tenant), an interest of ten percent (10%) or more (or, in the case of LGO, more than five percent (5%)) in the assets or net profits of such tenant or sub-tenant within the meaning of Section 856(d)(2)(B)(ii) of the Code, shall be void *ab initio* as to the Section 4.10 Transfer of such Partnership Interest (and for the avoidance of doubt only as regard to such portion, or all, thereof that would cause the result described in clause (i) or (ii) of this Section 4.10(a) and the intended and purported transferee of such Partnership Interest shall acquire no rights in such Partnership Interest.

(b) Section 4.10 Transfers to Trust. If, notwithstanding the other provisions contained in this Section 4.10, at any time after the date hereof and through and including the Restriction Termination Date, there is a purported Section 4.10 Transfer or Section 4.10 Non-Transfer Event that, if effective, would cause the Partnership, together with any and all Section 4.10 Subsidiaries, to Own in the aggregate: (i) in the case of any tenant or sub-tenant of any real property (or interest in real property) of the Partnership or any of its Section 4.10 Subsidiaries that is a corporation for U.S. federal income tax purposes, stock of such tenant or sub-tenant possessing ten percent (10%) or more of the total combined voting power of all classes of stock entitled to vote or ten percent (10%) or more of the total value of shares of all classes of stock of such tenant or sub-tenant, within the meaning of Section 856(d)(2)(B)(i) of the Code; or (ii) in the case of any tenant or sub-tenant of any real property (or interest in real property) of the Partnership or any of its Section 4.10 Subsidiaries that is a "partnership" for U.S. federal income tax purposes (including LGO for so long as LGO is such a tenant or sub-tenant), an interest of ten percent (10%) or more (or, in the case of LGO, more than five percent (5%)) in the assets or net profits of such tenant or sub-tenant within the meaning of Section 856(d)(2)(B)(ii) of the Code, then (x) the purported transferee shall not acquire any right or interest (or, in the case of a

Section 4.10 Non-Transfer Event, the Person holding record title of the Partnership Interest with respect to which such Section 4.10 Non-Transfer Event occurred shall cease to own any right or interest) in such Partnership Interest (all or such portion thereof), the ownership of which by such purported transferee or record holder would cause the result described in clause (i) or (ii) of this Section 4.10(b), (y) such Partnership Interest (and, in the case where such Partnership Interest constitutes Units, rounded up to the nearest whole Unit) shall be designated a Partnership Interest-in-Trust and, in accordance with the provisions of Section 4.10(g), transmitted automatically and by operation of law to the Trust to be held in accordance with Section 4.10(g), and (z) the Prohibited Owner shall submit such Partnership Interest for registration in the name of the Trustee. Such transfer to a Trust and the designation of Partnership Interests as Partnership Interests-in-Trust shall be effective as of the close of business on the business day prior to the date of the Section 4.10 Transfer or Section 4.10 Non-Transfer Event, as the case may be.

(c) Remedies for Breach. If the Partnership shall at any time determine, after requesting such information as the Partnership determines is relevant, that a Section 4.10 Transfer in violation of Sections 4.10(a) and/or 4.10(b) or a Section 4.10 Non-Transfer Event has taken place, or that a Person intends to acquire or has attempted to acquire Ownership, of any Partnership Interest in violation of Section 4.10(a), the Partnership shall take such action as it deems advisable to refuse to give effect to or to prevent such Section 4.10 Transfer, Section 4.10 Non-Transfer Event or acquisition, including, but not limited to, refusing to give effect to such Section 4.10 Transfer, Section 4.10 Non-Transfer Event or acquisition on the books of the Partnership or instituting proceedings to enjoin such Section 4.10 Transfer, Section 4.10 Non-Transfer Event or acquisition.

(d) Notice of Restricted Transfer. Any Person who acquires or attempts to acquire a Partnership Interest in violation of Sections 4.10(a) and/or 4.10(b), or any Person who owned a Partnership Interest that was transferred to the Trust pursuant to the provisions of Section 4.10(b), shall as promptly as practicable give written notice to the Partnership of such event or, in the case of such a proposed or attempted transaction, give at least 15 days prior written notice, and shall provide to the Partnership such other information as the Partnership may request in order to determine the effect, if any, of such Section 4.10 Transfer or Section 4.10 Non-Transfer Event, as the case may be, on the Partnership's status as a "partnership" for U.S.federal income tax purposes and Sections 7704(c)(1) and (2) of the Code.

(e) Owner Required to Provide Information. From the date hereof and through and including the Restriction Termination Date, by January 31st of each year, every direct and indirect Owner of a Partnership Interest constituting 4.9% or more (by value) of the interests in the Partnership shall provide to the Partnership a written certification stating the name and address of such Owner, the number and class of Partnership Interest Owned, and a description of how such Partnership Interest is held. Each such Owner shall provide to the Partnership such information as the Partnership may request in order to determine the effect, if any, of such Ownership on the Partnership's status as a "partnership" for United States federal income tax purposes under Sections 7704(c)(1) and (2) of the Code.

(f) Exception. The General Partner may except a Person from the restriction described in Sections 4.10(a) and 4.10(b) if the General Partner determines that such Person's

ownership of a Partnership Interest that would otherwise make such Person a Prohibited Owner would not result in the Partnership failing to have at least ninety-five percent (95%) of its gross income for the tax year of the Section 4.10 Transfer or Section 4.10 Non-Transfer Event characterized as "qualifying income" (within the meaning, and for purposes of, Section 7704(d) of the Code) (a "***Qualifying Income Threshold Violation***"), and the General Partner obtains such representations and undertakings from such Person as are necessary to ascertain this fact, and such Person agrees that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in this Section 4.10) will result in such Partnership Interest that would otherwise make such a Person a Prohibited Owner or, otherwise, that would cause a Qualifying Income Threshold Violation, as applicable, being designated as a Partnership Interest-in-Trust in accordance with the provisions of Section 4.10(b). In exercising its discretion under this Section 4.10(f), the General Partner may, but is not required to, obtain a ruling from the Internal Revenue Service or an opinion of counsel, in either case in form and substance satisfactory to the General Partner, as it may deem necessary or desirable in order to maintain the Partnership's status as a "partnership" for United States federal income tax purposes under Sections 7704(c)(1) and (2) of the Code, and, in addition, may obtain such representations and undertakings from an Owner that it may deem necessary or desirable under the circumstances.

(g) Partnership Interests-in-Trust.

(i) Partnership Interest-in-Trust. Any Partnership Interest transferred to a Trust and designated a Partnership Interest-in-Trust pursuant to Section 4.10(b) shall be held for the exclusive benefit of the Beneficiary. The General Partner shall name a Beneficiary (or Beneficiaries) for each Trust within five (5) days after the date on which the General Partner is made aware of the existence of the Trust. Any transfer to a Trust, and subsequent designation of a Partnership Interest as a Partnership Interest-in-Trust, pursuant to Section 4.10(b) shall be effective as of the close of business on the business day prior to the date of the Section 4.10 Transfer or Section 4.10 Non-Transfer Event that results in the transfer to the Trust. The Trustee shall be admitted as a Limited Partner of the Partnership in respect of such Partnership Interest -in-Trust as of the beginning of the such date in accordance with Section 10.1. A Partnership Interest-in-Trust shall remain issued and outstanding and shall be entitled to the same rights and privileges on identical terms and conditions as are all other issued and outstanding Partnership Interests of the same class and type. When transferred to a Permitted Transferee in accordance with the provisions of Section 4.10(g)(v), such Partnership Interest-in-Trust shall cease to be designated as a Partnership Interest-in-Trust.

(ii) Distribution Rights; Allocations of Partnership Income, Etc. The Trustee, as record holder of a Partnership Interest-in-Trust, shall be entitled to receive all distributions with respect to such Partnership Interest, and shall be allocated all Partnership income, gain, loss, deductions and credits in respect of such Partnership Interest, and shall hold such distributions in trust for the benefit of the Beneficiary. Unless and to the extent not permitted to do so under applicable law and subject to any fiduciary duties that that the Trustee may have, the Trustee shall remit such distributions that it receives to the Beneficiary(ies) as promptly as reasonably possible. The Prohibited Owner with respect to a Partnership Interest-in-Trust shall repay to the Trust the amount

of any distributions received by the Prohibited Owner that are attributable to any Partnership Interest designated as a Partnership Interest-in-Trust as of the record date which was on or after the date that such Partnership Interest became a Partnership Interest-in-Trust. Upon becoming aware that a Partnership Interest has been transferred to a Trust and designated as a Partnership Interest-in-Trust, the Partnership shall take all reasonable measures that the General Partner determines reasonably necessary to (and to the extent applicable) (a) recover the amount of any such distribution paid to a Prohibited Owner, including, if necessary, (i) withholding any portion of future distributions payable on and/or in respect of other Partnership Interests Owned by the Prohibited Owner, and (ii) as soon as reasonably practicable following the Partnership's receipt or withholding thereof paying over to the Trust for the benefit of the Beneficiary the distributions so received or withheld, as the case may be (reduced by all out of pocket amounts reasonably incurred by the Partnership in connection with its investigation and collection of amounts owed by the Prohibited Owner and its enforcement of the provisions of this Section 4.10); and (b) effectuate the re-allocation of any Partnership income, gain, losses, deductions and credits in respect of such Partnership Interest-in-Trust from the Prohibited Owner to the Trust (including, if not foreclosed by an applicable statute of limitation, by causing the filing of one or more amended tax returns and/or Schedule(s) K-1). In addition, the Partnership and/or the Trustee shall also have the right, in its and/or their sole discretion, to withhold any amounts that may otherwise be payable or distributable to the Prohibited Owner pursuant to any other provision of this Agreement and apply withheld amounts against any of the outstanding obligations of the Prohibited Owner under this Section 4.10(g)(ii) or any other provisions of this Section 4.10.

(iii) Rights upon Liquidation. In the event of any voluntary or involuntary liquidation, dissolution, or winding-up of, or any distribution of the assets of, the Partnership, the Trust shall be entitled to receive, ratably with each other holder of Partnership Interest of the same class and type, that portion of the assets of the Partnership which is available for distribution to the holders of such class and type of Partnership Interest. The Trust shall distribute to the Prohibited Owner the amounts received upon such liquidation, dissolution, winding-up, or distribution; provided, however, that the Prohibited Owner shall not be entitled to receive amounts pursuant to this Section 4.10(g)(iii) in excess of, (i) in the case of a purported Section 4.10 Transfer in which the Prohibited Owner gave value for the Partnership Interest and which Section 4.10 Transfer resulted in the transfer of the Partnership Interest to the Trust, the price such Prohibited Owner paid for such Partnership Interest, and (ii) in the case of a Section 4.10 Non-Transfer Event or Section 4.10 Transfer in which the Prohibited Owner did not give value for such Partnership Interest (e.g., if such Partnership Interest was received by gift or devise) and which Section 4.10 Non-Transfer Event or Section 4.10 Transfer, as the case may be, resulted in the transfer of such Partnership Interest to the Trust, the Market Price of such Partnership Interest on the date of such Section 4.10 Non-Transfer Event or Section 4.10 Transfer. Any remaining amount in such Trust shall be distributed to the Beneficiary.

(iv) Voting Rights. The Trustee shall be entitled to vote all Partnership Interests-in-Trust to the extent of voting rights otherwise exercisable in respect of such

Partnership Interests that have been so designated. Any vote by a Prohibited Owner as a holder of such a Partnership Interest prior to the discovery by the Partnership that the Partnership Interest is a Partnership Interest-in-Trust shall, subject to applicable law, be rescinded and be void *ab initio* with respect to such Partnership Interest-in-Trust and be recast by the Trustee; provided, however, if the Partnership or any Section 4.10 Subsidiary has already taken any action that is either irreversible or that the General Partner reasonably determines could not be reversed, modified or rescinded without material cost to, and/or without resulting in material damage to, the business, operations, activities or reputation of, the Partnership or any Section 4.10 Subsidiary, then the Trustee shall not have the authority to rescind and recast such vote. The Prohibited Owner shall be deemed to have given, as of the close of business on the business day prior to the date of the purported Section 4.10 Transfer or Section 4.10 Non-Transfer Event that results in the transfer to the Trust of Units under Section 4.10(b), an irrevocable proxy to the Trustee to vote the Partnership Interest-in-Trust in accordance with this Section 4.10(g)(iv).

(v) Designation of Permitted Transferee. The Trustee shall have the exclusive and absolute right to sell to a Permitted Transferee any and all of a Partnership Interest-in-Trust in an orderly fashion so as not to materially adversely affect the Market Price of its Partnership Interests-in-Trust. The Trustee shall designate any Person as a Permitted Transferee, provided, however, that (i) the Permitted Transferee so designated shall purchase for valuable consideration (whether in a public or private sale) the Partnership Interest-in-Trust, and (ii) the Permitted Transferee shall not be a Person whose purchase of the Partnership Interest would result in a transfer to a Trust and the re-designation of such Partnership Interest so purchased as a Partnership Interest-in-Trust under Section 4.10(b). Upon the purchase by a Permitted Transferee in accordance with the provisions of this Section 4.10(g)(v), the Trustee shall (i) cause to be transferred to the Permitted Transferee that Partnership Interest-in-Trust acquired by the Permitted Transferee, (ii) cause to be recorded on the books of the Partnership that the Permitted Transferee is the holder of record of such Partnership Interest, as applicable, (iii) cause the Partnership Interest-in-Trust to be cancelled, and (iv) distribute to the Beneficiary any and all amounts held with respect to the Partnership Interest-in-Trust after making the payment to the Prohibited Owner pursuant to Section 4.10(g)(vi).

(vi) Compensation to Prohibited Owner of a Partnership Interest that Becomes a Partnership Interest-in-Trust. Any Prohibited Owner shall be entitled (following discovery of the Partnership Interest-in-Trust and subsequent designations of the Permitted Transferee in accordance with Section 4.10(g)(v) or following the acceptance of the offer to purchase such Partnership Interest in accordance with Section 4.10(g)(vii)) to receive from the Trustee following the sale or other disposition of such Partnership Interest-in-Trust the lesser of (i) in the case of (a) a purported Section 4.10 Transfer in which the Prohibited Owner gave value for the Partnership Interest and which Section 4.10 Transfer resulted in the transfer of the Partnership Interest to the Trust, the amount that such Prohibited Owner paid for such Partnership Interest, or (b) a Section 4.10 Non-Transfer Event or Section 4.10 Transfer in which the Prohibited Owner did not give value for such Partnership Interest (e.g., if the Partnership Interest was received by gift or

devise) and which Section 4.10 Non-Transfer Event or Section 4.10 Transfer, as the case may be, resulted in the transfer of the Partnership Interest to the Trust, the Market Price of such Partnership Interest on the date of such Section 4.10 Non-Transfer Event or Section 4.10 Transfer, and (ii) the amount received by the Trustee from the sale or other disposition of such Partnership Interest-in-Trust. Any amounts received by the Trustee in respect of such Partnership Interest-in-Trust and in excess of such amounts to be paid to the Prohibited Owner pursuant to this Section 4.10(g)(vi) shall be distributed to the Beneficiary. Each Beneficiary and Prohibited Owner waives any and all claims that it may have against the Trustee

and the Partnership arising out of the disposition of the Partnership Interest-in-Trust, except for claims arising out of the gross negligence or willful misconduct of, or any failure to make payments in accordance with this Section 4.10(g)(vi) by, such Trustee or the Partnership.

(vii) Purchase Right in a Partnership Interest-in-Trust. A Partnership Interest-in-Trust shall be deemed to have been offered for sale to the Partnership, or its designee, at a price equal to the lesser of (i) the price paid for such Partnership Interest in the Section 4.10 Transfer or other transaction that created such Partnership Interest-in-Trust (or, in the case of devise, gift or Section 4.10 Non-Transfer Event, the Market Price at the time of such devise, gift or Section 4.10 Non-Transfer Event), and (ii) the Market Price on the date the Partnership, or its designee, accepts such offer. Subject to Section 4.10(g)(vi), the Partnership shall have the right to accept such offer for a period of 90 days after the later of (i) the date of the Section 4.10 Non-Transfer Event or purported Section 4.10 Transfer which resulted in such Partnership Interest-in-Trust and (ii) the date the Partnership determines in good faith that a Section 4.10 Transfer or Section 4.10 Non-Transfer Event resulting in the Partnership Interest-in-Trust has occurred, if the Partnership does not receive a notice of such Section 4.10 Transfer or Section 4.10 Non-Transfer Event pursuant to Section 4.10(d).

(viii) Remedies Not Limited. Nothing contained in this Section 4.10 shall limit the authority of the Partnership to take such other action as it deems necessary or advisable (i) to protect the Partnership and the Partnership Interest holders by preservation of the Partnership's status as a "partnership" for United States federal income tax purposes, and (ii) to ensure compliance with the provisions of this Section 4.10.

(ix) Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Section 4.10, including any defined term contained herein, the General Partner shall have the power to determine the application of the provisions of this Section 4.10 with respect to any situation based on the facts known to it. In the event that this Section 4.10 requires an action by the General Partner and this Agreement fails to provide specific guidance with respect to such action, the General Partner shall have the power to determine the action to be taken so long as such action is in furtherance of the provisions of this Section 4.10.

(x) Severability. If any provision of this Section 4.10 or any application of any such provision is determined to be invalid by any federal or state court having jurisdiction over the matter or issue, the validity of the remaining provisions shall not be affected and

other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(xi) Legend. Each certificate for any Common Unit or Subordinated Unit shall bear substantially the following legend:

"The interest in Lehigh Gas Partners, LP represented by this certificate are subject to restrictions on transfer for the purpose of the Partnership's maintenance of its status as a "partnership" for United States federal income tax purposes by being able to satisfy the "qualifying income" requirements of Sections 7704(c)(1) and (2) of the Internal Revenue Code of 1986, as amended (the " Code "). No Person may Own Units that would cause the Partnership, together with any and all of Section 4.10 Subsidiaries, to Own in the aggregate: (i) in the case of any tenant or sub-tenant of any real property (or interest in real property) of the Partnership or any of its Section 4.10 Subsidiaries that is a corporation for United States federal income tax purposes, stock of such tenant or sub-tenant possessing ten percent (10%) or more of the total combined voting power of all classes of stock entitled to vote or ten percent (10%) or more of the total value of shares of all classes of stock of such tenant or sub-tenant, within the meaning of Section 856(d)(2)(B)(i) of the Code; or (ii) in the case of any tenant or sub-tenant of any real property (or interest in real property) of the Partnership or any of its Section 4.10 Subsidiaries that is a "partnership" for United States federal income tax purposes (including Lehigh Gas-Ohio Holdings, LLC, a Delaware limited liability company ("LGO"), for so long as LGO is such a tenant or sub-tenant), an interest of ten percent (10%) or more (or, in the case of LGO, more than five percent (5%)) in the assets or net profits of such tenant or sub-tenant within the meaning of Section 856(d)(2)(B)(ii) of the Code. Any Person who attempts to Own a Partnership Interest that would result in a violation of either (i) or (ii) above must notify the Partnership in writing as promptly as practicable. Any transfer in violation of either (i) or (ii) above shall be void *ab initio.*

If the restrictions above are violated, the Common Units represented hereby will be transferred automatically and by operation of law to a Trust and shall be designated a Partnership Interest-in-Trust. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to, and all capitalized terms in this legend have the meanings defined in, the Partnership's First Amended and Restated Agreement of Limited Partnership, a copy of which, including the restrictions on transfer, will be sent without charge to each Common Unit holder who so requests."

ARTICLE V

CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

Section 5.1 *Organizational Contributions*. In connection with the formation of the Partnership under the Delaware Act, the General Partner has been admitted as the General Partner of the Partnership and the Organizational Limited Partner made an initial Capital Contribution to the Partnership in the amount of $1,000 in exchange for a Limited Partner

Interest equal to a 100% Percentage Interest and has been admitted as a Limited Partner of the Partnership. As of the Closing Date, and effective with the admission of another Limited Partner to the Partnership, the interests of the Organizational Limited Partner will be redeemed as provided in the Contribution Agreement and the initial Capital Contributions of the Organizational Limited Partner will be refunded. One-hundred percent of any interest or other profit that may have resulted from the investment or other use of such initial Capital Contributions will be allocated and distributed to the Organizational Limited Partner.

Section 5.2 *Contributions by the Initial Limited Partners.*

(a) On the Closing Date and pursuant to the Contribution Agreement: (i) the Partnership shall issue to the General Partner the Incentive Distribution Rights, and (ii) each Sponsor Entity Contributor shall contribute and assign as Capital Contribution to the Partnership the Contributed Property as

is set forth in the Contribution Agreement (and the schedules thereto).

(b) On the Closing Date and and pursuant to the Underwriting Agreement, each Underwriter shall contribute cash to the Partnership in exchange for the issuance by the Partnership of Common Units to each Underwriter, all as set forth in the Underwriting Agreement.

(c) Upon the exercise, if any, of the Underwriters' Option, each Underwriter shall contribute cash to the Partnership (the "***Underwriters' Additional Cash Contribution***") in exchange for the issuance by the Partnership of Common Units to each Underwriter, all as set forth in the Underwriting Agreement.

(d) Except as provided in this Section 5.2, no Limited Partner will be required to make any additional Capital Contribution to the Partnership pursuant to this Agreement.

Section 5.3 *Interest and Withdrawal*. No interest shall be paid by the Partnership on Capital Contributions. No Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon liquidation of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement, no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions. Any such return shall be a compromise to which all Partners agree within the meaning of Section 17-502(b) of the Delaware Act.

Section 5.4 *Capital Accounts*.

(a) The Partnership shall maintain for each Partner (or a beneficial owner of Partnership Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method acceptable to the General Partner) owning a Partnership Interest a separate Capital Account with respect to such Partnership Interest in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Partnership with respect to such Partnership

Interest and (ii) all items of Partnership income and gain (including income and gain exempt from tax) computed in accordance with Section 5.4(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made with respect to such Partnership Interest and (y) all items of Partnership deduction and loss computed in accordance with Section 5.4(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction that is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for U.S. federal income tax purposes (including any method of depreciation, cost recovery or amortization used for that purpose), *provided*, that:

(i) Solely for purposes of this Section 5.4, the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner based upon the provisions of the applicable Group Member Agreement) of all property owned by (x) any other Group Member that is classified as a partnership or "disregarded entity" for U.S. federal income tax purposes and (y) any other partnership, limited liability company, unincorporated business or other entity classified as a partnership or "disregarded entity" for U.S. federal income tax purposes of which a Group Member is, directly or indirectly, a partner, member or other equity holder.

(ii) All fees and other expenses incurred by the Partnership to promote the sale of (or to sell) a Partnership Interest that can neither be deducted nor amortized under Section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Partners pursuant to Section 6.1.

(iii) Except as otherwise provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code that may be made by the Partnership and, as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for U.S. federal income tax purposes. To the extent an adjustment to the adjusted U.S. federal income tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(iv) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted U.S. federal income tax basis of such property as of such date of disposition were equal in amount to the property's Carrying Value as of such date.

(v) Any deductions for depreciation, cost recovery or amortization attributable to any Contributed Property or Adjusted Property shall be determined under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2) as if the adjusted U.S. federal income tax basis of such property were equal to the Carrying Value of such property immediately following such adjustment.

(vi) The Gross Liability Value of each Liability of the Partnership described in Treasury Regulations Section 1.752-7(b)(3)(i) shall be adjusted at such times as provided in this Agreement for an adjustment to Carrying Values. The amount of any such adjustment shall be treated for purposes hereof as an item of loss (if the adjustment increases the Carrying Value of such Liability of the Partnership) or an item of gain (if the adjustment decreases the Carrying Value of such Liability of the Partnership).

(c) (i) A transferee of a Partnership Interest shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(ii) Subject to Section 6.7(b), immediately prior to the transfer of a Subordinated Unit or of a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.6 by a holder thereof (in each case, other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph 5.4(c)(ii) apply), the Capital Account maintained for such Person with respect to its Subordinated Units or converted Subordinated Units will (A) first, be allocated to the Subordinated Units or converted Subordinated Units to be transferred in an amount equal to the product of (x) the number of such Subordinated Units or converted Subordinated Units to be transferred and (y) the Per Unit Capital Amount for a Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any Subordinated Units or converted Subordinated Units. Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained Subordinated Units or retained converted Subordinated Units, if any, will have a balance equal to the amount allocated under clause (B), and the transferee's Capital Account established with respect to the transferred Subordinated Units or transferred converted Subordinated Units will have a balance equal to the amount allocated under clause (A).

(d) (i) Consistent with Treasury Regulations Section 1.704-1(b)(2)(iv)(f), on an issuance of additional Partnership Interests for cash or Contributed Property, the issuance of Partnership Interests as consideration for the provision of services, or the conversion of the Combined Interest to Common Units pursuant to Section 11.3(b), the Carrying Value of each Partnership property immediately prior to such issuance shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, and any such Unrealized Gain or Unrealized Loss shall be treated, for purposes of maintaining Capital Accounts, as if it had been recognized on an actual sale of each such property for an amount equal to its fair market value immediately prior to such issuance and had been allocated among the Partners at such time pursuant to Section 6.1 in the same manner as any item of gain or loss actually recognized following an event giving rise to the dissolution of the Partnership would have been allocated; *provided, however*, that in the event of an issuance of Partnership Interests for a de minimis amount of cash or Contributed Property, or in the event of an issuance

of a de minimis amount of Partnership Interests as consideration for the provision of services, the General Partner may determine that such adjustments are unnecessary for the proper administration of the Partnership. In determining such Unrealized Gain or Unrealized Loss, the aggregate fair market value of the Partnership's property (including cash or cash equivalents) immediately prior to the issuance of additional Partnership Interests shall be determined by the General Partner using such method of valuation as it may adopt. In making such fair market value determination(s), the General Partner may (but shall be under no obligation to) consider and base such determinations on (and, otherwise, by reference to) the Section 4.10 Market Price of the Partnership Interests of all Partners at such time, and then allocate same among the individual properties of the Partnership (in such manner as it determines appropriate).

(ii) In accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f), immediately prior to any actual or deemed distribution to a Partner of any Partnership property (other than a distribution of cash that is not in redemption or retirement of a Partnership Interest), the Carrying Value of all Partnership property shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, and any such Unrealized Gain or Unrealized Loss shall be treated, for purposes of maintaining Capital Accounts, as if it had been recognized on an actual sale of each such property immediately prior to such distribution for an amount equal to its fair market value, and had been allocated among the Partners, at such time, pursuant to Section 6.1 in the same manner as any item of gain or loss actually recognized following an event giving rise to the dissolution of the Partnership would have been allocated. In determining such Unrealized Gain or Unrealized Loss the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to a distribution shall (A) in the case of an actual or deemed distribution other than a distribution made pursuant to Section 12.4, be determined in the same manner as that provided in Section 5.4(d)(i) or (B) in the case of a liquidating distribution pursuant to Section 12.4, be determined by the Liquidator using such method of valuation as it may adopt.

Section 5.5 *Issuances of Additional Partnership Interests*.

(a) The Partnership may issue additional Partnership Interests and options, rights, warrants and appreciation rights relating to the Partnership Interests for any Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners.

(b) Each additional Partnership Interest authorized to be issued by the Partnership pursuant to Section 5.5(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of Partnership Interests), as shall be fixed by the General Partner, including (i) the right to share in Partnership profits and losses or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may or shall be required to redeem the Partnership Interest (including sinking fund provisions); (v) whether such Partnership Interest is issued with the privilege of conversion or exchange and, if so, the

terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Interest will be issued, evidenced by certificates and assigned or transferred; (vii) the method for determining the Percentage Interest as to such Partnership Interest; and (viii) the right, if any, of each such Partnership Interest to vote on Partnership matters, including matters relating to the relative rights, preferences and privileges of such Partnership Interest.

(c) The General Partner shall take all actions that it determines to be necessary or appropriate in connection with (i) each issuance of Partnership Interests and options, rights, warrants and appreciation rights relating to Partnership Interests pursuant to this Section 5.5, including Common Units issued in connection with the Deferred Issuance and Distribution, (ii) the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, (iii) the issuance of Common Units pursuant to Section 5.10, (iv) reflecting admission of such additional Limited Partners in the books and records of the Partnership as the Record Holder of such Limited Partner Interest and (v) all additional issuances of Partnership Interests. The General Partner shall determine the relative rights, powers and duties of the holders of the Units or other Partnership Interests being so issued. The General Partner shall do all things necessary to comply with the Delaware Act and is authorized and directed to do all things that it determines to be necessary or appropriate in connection with any future issuance of Partnership Interests or in connection with the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any National Securities Exchange on which the Units or other Partnership Interests are listed for or admitted to trading.

(d) No fractional Units shall be issued by the Partnership.

Section 5.6 *Conversion of Subordinated Units*.

(a) All of the Subordinated Units shall convert into Common Units on a one-for-one basis on the first Business Day following the distribution in respect of the final Quarter of the Subordination Period.

(b) Notwithstanding any other provision of this Agreement, all the then Outstanding Subordinated Units shall convert into Common Units on a one-for-one basis as set forth in, and pursuant to the terms of, Section 11.4.

Section 5.7 *Limited Preemptive Right*. Except as provided in this Section 5.7 or as otherwise provided in a separate agreement by the Partnership, no Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Interest, whether unissued, held in the treasury or hereafter created. The General Partner shall have the right, which it may from time to time assign in whole or in part to any of its Affiliates, to purchase Partnership Interests from the Partnership whenever, and on the same terms that, the Partnership issues Partnership Interests to Persons other than the General Partner and its Affiliates, to the extent necessary to maintain the Percentage Interests of the General Partner and its Affiliates equal to that which existed immediately prior to the issuance of such Partnership Interests.

Section 5.8 *Splits and Combinations*.

(a) Subject to Section 5.8(d), the Partnership may make a Pro Rata distribution of Partnership Interests to all Record Holders or may effect a subdivision or combination of Partnership Interests so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event, and any amounts calculated on a per Unit basis (including any Common Unit Arrearage or Cumulative Common Unit Arrearage) or stated as a number of Units are proportionately adjusted retroactive to the beginning of the Partnership.

(b) Whenever such a distribution, subdivision or combination of Partnership Interests is declared, the General Partner shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice. The General Partner also may cause a firm of independent public accountants selected by it to calculate the number of Partnership Interests to be held by each Record Holder after giving effect to such distribution, subdivision or combination. The General Partner shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

(c) Promptly following any such distribution, subdivision or combination, the Partnership may issue Certificates to the Record Holders of Partnership Interests as of the applicable Record Date representing the new number of Partnership Interests held by such Record Holders, or the General Partner may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Partnership Interests Outstanding, the Partnership shall require, as a condition to the delivery to a Record Holder of such new Certificate, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

(d) The Partnership shall not issue fractional Units upon any distribution, subdivision or combination of Units. If a distribution, subdivision or combination of Units would result in the issuance of fractional Units but for the provisions of Section 5.5(d) and this Section 5.8(d), each fractional Unit shall be rounded to the nearest whole Unit (and a 0.5 Unit shall be rounded to the next higher Unit).

Section 5.9 *Fully Paid and Non-Assessable Nature of Limited Partner Interests*. All Limited Partner Interests issued pursuant to, and in accordance with the requirements of, this Article V shall be fully paid and non-assessable Limited Partner Interests in the Partnership, except as such non-assessability may be affected by Section 17-607 or 17-804 of the Delaware Act.

Section 5.10 *Issuance of Common Units in Connection with Reset of Incentive Distribution Rights*.

(a) Subject to the provisions of this Section 5.10, the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall have the right, at any time when there are no Subordinated Units outstanding and the Partnership has made a distribution pursuant to Section 6.4(b)(v) for each of the four most recently completed Quarters,

to make an election (the "***IDR Reset Election***") to cause the Target Distributions to be reset in accordance with the provisions of Section 5.10(e) and, in connection therewith, the holder or holders of the Incentive Distribution Rights will become entitled to receive their respective proportionate share of a number of Common Units (the "***IDR Reset Common Units***") derived by dividing (i) the amount of cash distributions made by the Partnership for the Quarter immediately preceding the giving of the Reset Notice (as defined in Section 5.10(b)) in respect of the Incentive Distribution Rights by (ii) the cash distribution made by the Partnership in respect of each Common Unit for the Quarter immediately preceding the giving of the Reset Notice (the "***Reset MQD***") (the number of Common Units determined by such quotient is referred to herein as the "***Aggregate Quantity of IDR Reset Common Units***"). The making of the IDR Reset Election in the manner specified in Section 5.10(b) shall cause the Target Distributions to be reset in accordance with the provisions of Section 5.10(e) and, in connection therewith, the holder or holders of the Incentive Distribution Rights will become entitled to receive Common Units on the basis specified above, without any further approval required by the General Partner or the Unitholders, at the time specified in Section 5.10(c) unless the IDR Reset Election is rescinded pursuant to Section 5.10(d).

(b) To exercise the right specified in Section 5.10(a), the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall deliver a written notice (the "***Reset Notice***") to the Partnership. Within 10 Business Days after the receipt by the Partnership of such Reset Notice, the Partnership shall deliver a written notice to the holder

or holders of the Incentive Distribution Rights of the Partnership's determination of the aggregate number of Common Units that each holder of Incentive Distribution Rights will be entitled to receive.

(c) The holder or holders of the Incentive Distribution Rights will be entitled to receive the Aggregate Quantity of IDR Reset Common Units on the fifteenth Business Day after receipt by the Partnership of the Reset Notice; *provided, however,* that the issuance of Common Units to the holder or holders of the Incentive Distribution Rights shall not occur prior to the approval of the listing or admission to trading of such Common Units by the principal National Securities Exchange upon which the Common Units are then listed for or admitted to trading if any such approval is required pursuant to the rules and regulations of such National Securities Exchange.

(d) If the principal National Securities Exchange upon which the Common Units are then traded has not approved the listing or admission to trading of the Common Units to be issued pursuant to this Section 5.10 on or before the 30th calendar day following the Partnership's receipt of the Reset Notice and such approval is required by the rules and regulations of such National Securities Exchange, then the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights) shall have the right to either rescind the IDR Reset Election or elect to receive other Partnership Interests having such terms as the General Partner may approve, with the approval of the Conflicts Committee, that will provide (i) the same economic value, in the aggregate, as the Aggregate Quantity of IDR Reset Common Units would have had at the time of the Partnership's receipt of the Reset Notice, as determined by the General Partner, and (ii) for the subsequent conversion (on terms acceptable to the

National Securities Exchange upon which the Common Units are then traded) of such Partnership Interests into Common Units within not more than 12 months following the Partnership's receipt of the Reset Notice upon the satisfaction of one or more conditions that are reasonably acceptable to the holder of the Incentive Distribution Rights (or, if there is more than one holder of the Incentive Distribution Rights, the holders of a majority in interest of the Incentive Distribution Rights).

(e) The Target Distributions shall be adjusted at the time of the issuance of Common Units or other Partnership Interests pursuant to this Section 5.10 such that (i) the Minimum Quarterly Distribution shall be reset to equal to the Reset MQD, (ii) the First Target Distribution shall be reset to equal 115% of the Reset MQD, (iii) the Second Target Distribution shall be reset to equal 125% of the Reset MQD and (iv) the Third Target Distribution shall be reset to equal 150% of the Reset MQD.

(f) Upon the issuance of IDR Reset Common Units pursuant to Section 5.10(a), the Capital Account maintained with respect to the Incentive Distribution Rights shall (A) first, be allocated to IDR Reset Common Units in an amount equal to the product of (x) the Aggregate Quantity of IDR Reset Common Units and (y) the Per Unit Capital Amount for an Initial Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the holder of the Incentive Distribution Rights. In the event that there is not a sufficient Capital Account associated with the Incentive Distribution Rights to allocate the full Per Unit Capital Amount for an Initial Common Unit to the IDR Reset Common Units in accordance with clause (A) of this Section 5.10(f), the IDR Reset Common Units shall be subject to Sections 6.1(d)(x)(B) and (C).

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 *Allocations for Capital Account Purposes*. Except as provided otherwise, for purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.4(b)) for each taxable period shall be allocated among the Partners as provided herein below.

(a) *Net Income*. Net Income for each taxable period (including a pro rata part of each item of income, gain, loss and deduction taken into account in computing Net Income for such taxable period) shall be allocated as follows:

(i) First, to the General Partner until the aggregate of the Net Income allocated to the General Partner pursuant to this Section 6.1(a)(i) and the Net Termination Gain allocated to the General Partner pursuant to Section 6.1(c)(i)(A) or Section 6.1(c)(iv)(A) for the current and all previous taxable periods is equal to the aggregate of the Net Loss allocated to the General Partner pursuant to Section 6.1(b)(ii) for all previous taxable periods and the Net Termination Loss allocated to the General Partner pursuant to Section 6.1(c)(ii)(D) or Section 6.1(c)(iii)(B) for the current and all previous taxable periods; and

(ii) The balance, if any, to the Unitholders, Pro Rata.

(b) *Net Loss*. Net Loss for each taxable period (including a pro rata part of each item of income, gain, loss and deduction taken into account in computing Net Loss for such taxable period) shall be allocated as follows:

(i) First, to the Unitholders, Pro Rata; *provided*, that Net Loss shall not be allocated pursuant to this Section 6.1(b)(i) to the extent that such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit balance in its Adjusted Capital Account); and

(ii) The balance, if any, 100% to the General Partner.

(c) *Net Termination Gains and Losses*. Net Termination Gain or Net Termination Loss for each taxable period shall be allocated in the manner set forth in this Section 6.1(c). All allocations under this Section 6.1(c) shall be made after Capital Account balances have been adjusted by all other allocations provided under this Section 6.1 and, after all distributions of cash and cash equivalents, under Section 6.4 and Section 6.5 have been made; *provided, however*, that solely for purposes of this Section 6.1(c), Capital Accounts shall not be adjusted for distributions made pursuant to Section 12.4.

(i) Except as provided in Section 6.1(c)(iv), Net Termination Gain (including a pro rata part of each item of income, gain, loss, and deduction taken into account in computing Net Termination Gain) shall be allocated:

(A) First, to the General Partner until the aggregate of the Net Termination Gain allocated to the General Partner pursuant to this Section 6.1(c)(i)(A) or Section 6.1(c)(iv)(A) and the Net Income allocated to the General Partner pursuant to Section 6.1(a)(i) for the current and all previous taxable periods is equal to the aggregate of the Net Loss allocated to the General Partner pursuant to Section 6.1(b)(ii) for all previous taxable periods and the Net Termination Loss allocated to the General Partner pursuant to Section 6.1(c)(ii)(D) or Section 6.1(c)(iii)(B) for all previous taxable periods;

(B) Second, to all Unitholders holding Common Units, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) the Minimum Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(i) or Section 6.4(b)(i) with respect to such Common Unit for such Quarter (the amount determined pursuant to this clause (2) is hereinafter referred to as the "***Unpaid MQD***") and (3) any then existing Cumulative Common Unit Arrearage;

(C) Third, if such Net Termination Gain is recognized (or is deemed to be recognized) prior to the conversion of the last Outstanding Subordinated Unit into a Common Unit, to all Unitholders holding Subordinated Units, Pro Rata,

until the Capital Account in respect of each Subordinated Unit then Outstanding equals the sum of (1) its Unrecovered Initial Unit Price, determined for the taxable period (or portion thereof) to which this allocation of gain relates, and (2) the Minimum Quarterly Distribution for the Quarter during which the Liquidation Date occurs, reduced by any distribution pursuant to Section 6.4(a)(iii) with respect to such Subordinated Unit for such Quarter;

(D) Fourth, to all Unitholders, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) its Unrecovered Initial Unit Price, (2) the Unpaid MQD, (3) any then existing Cumulative Common Unit Arrearage, and (4) the excess of (aa) the First Target Distribution less the Minimum Quarterly Distribution for each Quarter of the Partnership's existence over (bb) the cumulative per Unit amount of any distributions of cash or cash equivalents that are deemed to be Operating Surplus made pursuant to Section 6.4(a)(iv) and Section 6.4(b)(ii) (the sum of (1), (2), (3) and (4) is hereinafter referred to as the "***First Liquidation Target Amount***");

(E) Fifth, 15% to the holders of the Incentive Distribution Rights, Pro Rata, and 85.0% to all Unitholders, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the First Liquidation Target Amount, and (2) the excess of (aa) the Second Target Distribution less the First Target Distribution for each Quarter of the Partnership's existence over (bb) the cumulative per Unit amount of any distributions of cash or cash equivalents that are deemed to be Operating Surplus made pursuant to Section 6.4(a)(v) and Section 6.4(b)(iii) (the sum of (1) and (2) is hereinafter referred to as the "***Second Liquidation Target Amount***");

(F) Sixth, 25% to the holders of the Incentive Distribution Rights, Pro Rata, and 75% to all Unitholders, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding is equal to the sum of (1) the Second Liquidation Target Amount, and (2) the excess of (aa) the Third Target Distribution less the Second Target Distribution for each Quarter of the Partnership's existence over (bb) the cumulative per Unit amount of any distributions of cash or cash equivalents that are deemed to be Operating Surplus made pursuant to Section 6.4(a)(vi) and Section 6.4(b)(iv); and

(G) Finally, 50% to the holders of the Incentive Distribution Rights, Pro Rata, and 50% to all Unitholders, Pro Rata.

(ii) Except as otherwise provided by Section 6.1(c)(iii) Net Termination Loss shall be allocated:

(A) First, if Subordinated Units remain Outstanding, to all Unitholders holding Subordinated Units, Pro Rata, until the Capital Account in respect of each Subordinated Unit then Outstanding has been reduced to zero;

(B) Second, to all Unitholders holding Common Units, Pro Rata, until the Capital Account in respect of each Common Unit then Outstanding has been reduced to zero;

(C) Third, to the Unitholders, Pro Rata; *provided*, that Net Termination Loss shall not be allocated pursuant to this Section 6.1(c)(ii)(C) to the extent such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account (or increase any existing deficit in its Adjusted Capital Account); and

(D) Fourth, the balance, if any, 100% to the General Partner.

(iii) Any Net Termination Loss deemed recognized pursuant to Section 5.4(d) prior to the Liquidation Date shall be allocated:

(A) First, to the Unitholders, Pro Rata; *provided*, that Net Termination Loss shall not be allocated pursuant to this Section 6.1(c)(iii)(A) to the extent such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit in its Adjusted Capital Account); and

(B) The balance, if any, to the General Partner.

(iv) If a Net Termination Loss has been allocated pursuant to Section 6.1(c)(iii), any subsequent Net Termination Gain deemed recognized pursuant to Section 5.4(d) prior to the Liquidation Date shall be allocated:

(A) First, to the General Partner until the aggregate Net Termination Gain allocated to the General Partner pursuant to this Section 6.1(c)(iv)(A) is equal to the aggregate Net Termination Loss previously allocated pursuant to Section 6.1(c)(iii)(B);

(B) Second, to the Unitholders, Pro Rata, until the aggregate Net Termination Gain allocated pursuant to this Section 6.1(c)(iv)(B) is equal to the aggregate Net Termination Loss previously allocated pursuant to Section 6.1(c)(iii)(A); and

(C) The balance, if any, pursuant to the provisions of Section 6.1(c)(i).

(d) *Special Allocations*. Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for each taxable period:

(i) Partnership Minimum Gain Chargeback. Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulations Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section

6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) with respect to such taxable period (other than an allocation pursuant to Section 6.1(d)(vi) and Section 6.1(d)(vii)). This Section 6.1(d)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Chargeback of Partner Nonrecourse Debt Minimum Gain. Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(d)(i)), except as provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d), other than Section 6.1(d)(i) and other than an allocation pursuant to Section 6.1(d)(vi) and Section 6.1(d)(vii), with respect to such taxable period. This Section 6.1(d)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Priority Allocations.

(A) If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4) with respect to a Unit exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit (the amount of the excess, an "***Excess Distribution***" and the Unit with respect to which the greater distribution is paid, an "***Excess Distribution Unit***"), then there shall be allocated gross income and gain to each Unitholder receiving an Excess Distribution with respect to the Excess Distribution Unit until the aggregate amount of such items allocated with respect to such Excess Distribution Unit pursuant to this Section 6.1(d)(iii)(A) for the current taxable period and all previous taxable periods is equal to the amount of the Excess Distribution.

(B) After the application of Section 6.1(d)(iii)(A), the remaining items of Partnership gross income or gain for the taxable period, if any, shall be allocated to the holders of Incentive Distribution Rights, Pro Rata, until the aggregate amount of such items allocated to the holders of Incentive Distribution Rights pursuant to this Section 6.1(d)(iii)(B) for the current taxable period and all previous taxable periods is equal to the cumulative amount of all Incentive Distributions made (and to be made) to the holders of Incentive Distribution

Rights from the Closing Date to a date 45 days after the end of the current taxable period.

(iv) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible; *provided*, that an allocation pursuant to this Section 6.1(d)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Adjusted Capital Account after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(d)(iv) were not in this Agreement.

(v) Gross Income Allocation. In the event any Partner has a deficit balance in its Capital Account at the end of any taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; *provided*, that an allocation pursuant to this Section 6.1(d)(v) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account after all other allocations provided for in this Section 6.1 have been tentatively made as if Section 6.1(d)(iv) and this Section 6.1(d)(v) were not in this Agreement.

(vi) Nonrecourse Deductions. Nonrecourse Deductions for any taxable period shall be allocated to the Partners Pro Rata. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vii) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, the Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(viii) Nonrecourse Liabilities. For purposes of Treasury Regulations Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of Partnership Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated among the Partners Pro Rata.

(ix) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts as a result of a distribution to a Partner in complete liquidation of such Partner's interest in the Partnership, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) taken into account pursuant to Section 5.4, and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(x) Economic Uniformity; Changes in Law.

(A) At the election of the General Partner with respect to any taxable period ending upon, or after, the termination of the Subordination Period, all or a portion of the remaining items of Partnership gross income or gain for such taxable period, after taking into account allocations pursuant to Section 6.1(d)(iii), shall be allocated 100% to each Partner holding Subordinated Units that are Outstanding as of the termination of the Subordination Period ("***Final Subordinated Units***") in the proportion of the number of Final Subordinated Units held by such Partner to the total number of Final Subordinated Units then Outstanding, until each such Partner has been allocated an amount of gain and gross income that increases the Capital Account maintained with respect to such Final Subordinated Units to an amount that after taking into account the other allocations of income, gain, loss and deduction to be made with respect to such taxable period will equal the product of (A) the number of Final Subordinated Units held by such Partner and (B) the Per Unit Capital Amount for a Common Unit. The purpose of this allocation is to establish uniformity between the Capital Accounts underlying Final Subordinated Units and the Capital Accounts underlying Common Units held by Persons other than the General Partner and its Affiliates immediately prior to the conversion of such Final Subordinated Units into Common Units. This allocation method for establishing such economic uniformity will be available to the General Partner only if the method for allocating the Capital Account maintained with respect to the Subordinated Units between the transferred and retained Subordinated Units pursuant to Section 5.4(c)(ii) does not otherwise provide such economic uniformity to the Final Subordinated Units.

(B) With respect to an event triggering an adjustment to the Carrying Value of Partnership property pursuant to Section 5.4(d) during any taxable period of the Partnership ending upon, or after, the issuance of IDR Reset Common Units pursuant to Section 5.10, after the application of Section 6.1(d)(x)(A), any Unrealized Gains and Unrealized Losses shall be allocated among the Partners in a manner that to the nearest extent possible results in the Capital Accounts maintained with respect to such IDR Reset Common Units issued pursuant to Section 5.10 equaling the product of (A) the Aggregate

Quantity of IDR Reset Common Units and (B) the Per Unit Capital Amount for an Initial Common Unit.

(C) With respect to any taxable period during which an IDR Reset Unit is transferred to any Person who is not an Affiliate of the transferor and notwithstanding anything herein (including under Section 5.4(d)) to the contrary, all or a portion of: (i) any Unrealized Gain under Section 5.4(d) to the extent thereof; and/or (ii) the remaining items of Partnership gross income or gain for such taxable period, shall be allocated 100% to the transferor Partner of such transferred IDR Reset Unit until such transferor Partner has been allocated an amount of Unrealized Gain, gross income and/or gain, as the General Partner shall determine, that increases the Capital Account maintained with respect to such transferred IDR Reset Unit to an amount equal to the Per Unit Capital Amount for an Initial Common Unit.

(D) For the proper administration of the Partnership and for the preservation of uniformity of the Limited Partner Interests (or any class or classes thereof), the General Partner is authorized to (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations of income, gain, loss, deduction, Unrealized Gain or Unrealized Loss; and (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may adopt such conventions, make such allocations and make such amendments to this Agreement as provided in this Section 6.1(d)(x)(D) only if such conventions, allocations or amendments would not have a material adverse effect on the Partners, the holders of any class or classes of Outstanding Limited Partner Interests or the Partnership.

(xi) Curative Allocation.

(A) Notwithstanding any other provision of this Section 6.1, other than the Required Allocations, the Required Allocations shall be taken into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of gross income, gain, loss and deduction allocated to each Partner pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Partner under the Agreed Allocations had the Required Allocations and the related Curative Allocation not otherwise been provided in this Section 6.1. In exercising its discretion under this Section 6.1(d)(xi)(A), the General Partner may take into account future Required Allocations that, although not yet made, are likely to offset other Required

Allocations previously made. Allocations pursuant to this Section 6.1(d)(xi)(A) shall only be made with respect to Required Allocations to the extent the General Partner determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners.

(B) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(d)(xi)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(d)(xi)(A) among the Partners in a manner that is likely to minimize such economic distortions.

(xii) Corrective and Other Allocations. In the event of any allocation of Additional Book Basis Derivative Items or any Book-Down Event or any recognition of a Net Termination Loss, the following rules shall apply:

(A) Except as provided in Section 6.1(d)(xii)(B), in the case of any allocation of Additional Book Basis Derivative Items (other than an allocation of Unrealized Gain or Unrealized Loss under Section 5.4(d) hereof), the General Partner shall allocate such Additional Book Basis Derivative Items to (1) the holders of Incentive Distribution Rights to the same extent that the Unrealized Gain or Unrealized Loss giving rise to such Additional Book Basis Derivative Items was allocated to them pursuant to Section 5.4(d) and (2) all Unitholders, Pro Rata, to the extent that the Unrealized Gain or Unrealized Loss giving rise to such Additional Book Basis Derivative Items was allocated to any Unitholders pursuant to Section 5.4(d).

(B) In the case of any allocation of Additional Book Basis Derivative Items (other than an allocation of Unrealized Gain or Unrealized Loss under Section 5.4(d) hereof or an allocation of Net Termination Gain or Net Termination Loss pursuant to Section 6.1(c) hereof) as a result of a sale or other taxable disposition of any Partnership asset that is an Adjusted Property ("***Disposed of Adjusted Property***"), the General Partner shall allocate (1) additional items of gross income and gain (aa) away from the holders of Incentive Distribution Rights and (bb) to the Unitholders, or (2) additional items of deduction and loss (aa) away from the Unitholders and (bb) to the holders of Incentive Distribution Rights, to the extent that the Additional Book Basis Derivative Items allocated to the Unitholders exceed their Share of Additional Book Basis Derivative Items with respect to such Disposed of Adjusted Property. Any allocation made pursuant to this Section 6.1(d)(xii)(B) shall be made after all of the other Agreed Allocations have been made as if this Section 6.1(d)(xii) were not in this Agreement and, to the extent necessary, shall require the reallocation of items that have been allocated pursuant to such other Agreed Allocations.

(C) In the case of any negative adjustments to the Capital Accounts of the Partners resulting from a Book-Down Event or from the recognition of a Net Termination Loss, such negative adjustment (1) shall first be allocated, to the extent of the Aggregate Remaining Net Positive Adjustments, in such a manner, as determined by the General Partner, that to the extent possible the aggregate Capital Accounts of the Partners will equal the amount that would have been the Capital Account balances of the Partners if no prior Book-Up Events had occurred, and (2) any negative adjustment in excess of the Aggregate Remaining Net Positive Adjustments shall be allocated pursuant to Section 6.1(c) hereof.

(D) For purposes of this Section 6.1(d)(xii), the Unitholders shall be treated as being allocated Additional Book Basis Derivative Items to the extent that such Additional Book Basis Derivative Items have reduced the amount of income that would otherwise have been allocated to the Unitholders under this Agreement. In making the allocations required under this Section 6.1(d)(xii), the General Partner may apply whatever conventions or other methodology it determines will satisfy the purpose of this Section 6.1(d)(xii). Without limiting the foregoing, if an Adjusted Property is contributed by the Partnership to another entity classified as a partnership for U.S. federal income tax purposes (the "lower tier partnership"), the General Partner may make allocations similar to those described in Sections 6.1(d)(xii)(A)—(C) to the extent the General Partner determines such allocations are necessary to account for the Partnership's allocable share of income, gain, loss and deduction of the lower tier partnership that relate to the contributed Adjusted Property in a manner that is consistent with the purpose of this Section 6.1(d)(xii).

(xiii) Special Curative Allocation in Event of Liquidation Prior to End of Subordination Period. Notwithstanding any other provision of this Section 6.1 (other than the Required Allocations), if the Liquidation Date occurs prior to the conversion of the last Outstanding Subordinated Unit, then items of income, gain, loss and deduction for the taxable period that includes the Liquidation Date (and, if necessary, items arising in previous taxable periods to the extent the General Partner determines such items may be so allocated), shall be specially allocated among the Partners in the manner determined appropriate by the General Partner so as to cause, to the maximum extent possible, the Capital Account in respect of each Common Unit to equal the amount such Capital Account would have been if all prior allocations of Net Termination Gain and Net Termination Loss had been made pursuant to Section 6.1(c)(i) or Section 6.1(c)(ii), as applicable.

(xiv) Special Allocation in Event of Indemnification Payments by Lehigh Gas Corporation. Notwithstanding anything herein to the contrary, each of the Partners and each other Person who acquires an interest in a Partnership Interest 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 purposes: (a) any indemnification payment(s) required to be made by Lehigh Gas Corporation pursuant to Article II of the Omnibus Agreement in respect of MLP Covered Environmental Losses and Other Losses (as such terms are defined in the Omnibus Agreement) of any Group Member other than Lehigh Gas Wholesale Services, Inc. ("**Services**") as nontaxable contributions to the capital of the Partnership under Section 721 of the Code and the Treasury Regulations thereunder, with any such payment(s) so required to be made by Lehigh Gas Corporation in respect of MLP Covered Environmental Losses and Other Losses of Services as direct remittances to Services; (b) any losses, deductions and expenditures paid and/or incurred by the Partnership and/or any other Group Member (other than Services) for and/or in respect of any MLP Covered Environmental Losses and Other Losses for which such payment(s) referred to in clause (a) are required to be made as being specially allocated (and allocable) to Lehigh Gas Corporation (but only to the extent that such MLP Covered

Environmental Losses and/or Other Losses has/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 regarded entity"), to Lehigh Gas Corporation under this clause (b) and otherwise under this Agreement shall also not exceed the aggregate amount of the payment(s) referred to in clause (a) that are actually made by, and credited to the Capital Account of, Lehigh Gas Corporation; and (c) any indemnification payment(s) required to be made by the Partnership pursuant to Section 6.2(b) of the Omnibus Agreement as not, either directly or indirectly, reducing or decreasing the Capital Account of Lehigh Gas Corporation.

Section 6.2 *Allocations for Tax Purposes*.

(a) Except as otherwise provided herein, for U.S. federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for U.S. federal income tax purposes among the Partners in the manner provided under Section 704(c) of the Code, and the Treasury Regulations promulgated under Section 704(b) and 704(c) of the Code, as determined appropriate by the General Partner (taking into account the General Partner's discretion under Section 6.1(d)(x)(D)); *provided*, that the General Partner shall apply the principles of Treasury Regulations Section 1.704-3(d) in all events.

(c) The General Partner may determine to depreciate or amortize the portion of an adjustment under Section 743(b) of the Code attributable to unrealized appreciation in any Adjusted Property (to the extent of the unamortized Book-Tax Disparity) using a predetermined rate derived from the depreciation or amortization method and useful life applied to the unamortized Book-Tax Disparity of such property, despite any inconsistency of such approach with Treasury Regulations Section 1.167(c)-l(a)(6) or any successor regulations thereto. If the General Partner determines that such reporting position cannot reasonably be taken, the General Partner may adopt depreciation and amortization conventions under which all purchasers acquiring Limited Partner Interests in the same month would receive depreciation and amortization deductions, based upon the same applicable rate as if they had purchased a direct interest in the Partnership's property. If the General Partner chooses not to utilize such aggregate method, the General Partner may use any other depreciation and amortization conventions to preserve the uniformity of the intrinsic tax characteristics of any Limited Partner Interests.

(d) In accordance with Treasury Regulations Sections 1.1245-1(e) and 1.1250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 6.2, be characterized as Recapture Income in the same proportions and to

the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(e) All items of income, gain, loss, deduction and credit recognized by the Partnership for U.S. federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; *provided, however,* that such allocations, once made, shall be adjusted (in the manner determined by the General Partner) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(f) Each item of Partnership income, gain, loss and deduction shall, for U.S. federal income tax purposes, be determined annually and prorated on a monthly basis and shall be allocated to the Partners as of the opening of the National Securities Exchange on which Partnership Interests are listed for or admitted to trading on the first Business Day of each month; *provided, however*, such items for the period beginning on the Closing Date and ending on the last day of the month in which the Underwriters' Option is exercised in full or the expiration of the Underwriters' Option occurs shall be allocated to the Partners as of the opening of the National Securities Exchange on which Partnership Interests are listed for or admitted to trading on the first Business Day of the next succeeding month; and *provided, further*, that gain or loss on a sale or other disposition of any assets of the Partnership or any other extraordinary item of income, gain, loss or deduction as determined by the General Partner, shall be allocated to the Partners as of the opening of the National Securities Exchange on which Partnership Interests are listed for or admitted to trading on the first Business Day of the month in which such item is recognized for U.S. federal income tax purposes. The General Partner may revise, alter or otherwise modify such methods of allocation to the extent permitted or required by Section 706 of the Code and future regulations or rulings promulgated thereunder.

(g) Allocations that would otherwise be made to a Limited Partner under the provisions of this Article VI shall instead be made to the beneficial owner of Limited Partner Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method determined by the General Partner.

Section 6.3 *Distributions; Distributions to Record Holders*.

(a) The General Partner may adopt a cash distribution policy, which it may change from time to time without amendment to this Agreement. Distributions will be made as and when declared by the General Partner.

(b) All amounts of cash and cash equivalents distributed by the Partnership on any date from any source shall be deemed to be Operating Surplus until the sum of all amounts of cash and cash equivalents theretofore distributed by the Partnership to the Partners pursuant to Section 6.4 equals the Operating Surplus from the Closing Date through the close of the immediately preceding Quarter. Any remaining amounts of cash and cash equivalents distributed by the Partnership on such date shall, except as otherwise provided in Section 6.5, be deemed to be "***Capital Surplus***." All distributions required to be made under this Agreement or

otherwise made by the Partnership shall be made subject to Sections 17-607 and 17-804 of the Delaware Act.

(c) Notwithstanding Section 6.3(a) and (b), in the event of the dissolution and liquidation of the Partnership, all Partnership assets shall be applied and distributed solely in accordance with, and subject to the terms and conditions of, Section 12.4.

(d) Each distribution in respect of a Partnership Interest shall be paid by the Partnership, directly or through any Transfer Agent or through any other Person or agent, only to the Record Holder of such Partnership Interest as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Partnership's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

Section 6.4 *Distributions from Operating Surplus*.

(a) *During Subordination Period*. Cash and cash equivalents distributed in respect of any Quarter wholly within the Subordination Period that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or 6.5 shall be distributed as follows:

(i) First, to all Unitholders holding Common Units, Pro Rata, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, to all Unitholders holding Common Units, Pro Rata, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage existing as of the last day of such Quarter;

(iii) Third, to all Unitholders holding Subordinated Units, Pro Rata, until there has been distributed in respect of each Subordinated Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(iv) Fourth, to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(v) Fifth, (A) 15% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 85% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(vi) Sixth, (A) 25% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 75% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(vii) Thereafter, 50% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 50% to all Unitholders, Pro Rata;

provided, however, if the Target Distributions have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of cash and cash equivalents that are deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(a)(vii).

(b) *After Subordination Period*. Cash and cash equivalents distributed in respect of any Quarter ending after the Subordination Period has ended that is deemed to be Operating Surplus pursuant to the provisions of Section 6.3 or Section 6.5 shall be distributed as follows, except as otherwise contemplated by Section 5.5(b) in respect of additional Partnership Interests issued pursuant thereto:

(i) First, to the Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the Minimum Quarterly Distribution for such Quarter;

(ii) Second, to the Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the First Target Distribution over the Minimum Quarterly Distribution for such Quarter;

(iii) Third, 15% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 85% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Second Target Distribution over the First Target Distribution for such Quarter;

(iv) Fourth, 25% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 75% to all Unitholders, Pro Rata, until there has been distributed in respect of each Unit then Outstanding an amount equal to the excess of the Third Target Distribution over the Second Target Distribution for such Quarter; and

(v) Thereafter, 50% to the holders of the Incentive Distribution Rights, Pro Rata; and (B) 50% to all Unitholders, Pro Rata;

provided, however, if the Target Distributions have been reduced to zero pursuant to the second sentence of Section 6.6(a), the distribution of cash or cash equivalents that are deemed to be Operating Surplus with respect to any Quarter will be made solely in accordance with Section 6.4(b)(v).

Section 6.5 *Distributions from Capital Surplus*. Cash and cash equivalents that are distributed and deemed to be Capital Surplus pursuant to the provisions of Section 6.3(b) shall be distributed, unless the provisions of Section 6.3 require otherwise, 100% to the Unitholders, Pro Rata, until the Minimum Quarterly Distribution has been reduced to zero pursuant to the second sentence of Section 6.6(a). Cash and cash equivalents that are distributed and deemed to be Capital Surplus shall then be distributed to all Unitholders holding Common Units, Pro Rata, until there has been distributed in respect of each Common Unit then Outstanding an amount equal to the Cumulative Common Unit Arrearage. Thereafter, all cash and cash equivalents shall be distributed as if it were Operating Surplus and shall be distributed in accordance with Section 6.4.

Section 6.6 *Adjustment of Minimum Quarterly Distribution and Target Distribution Levels.*

(a) The Target Distributions, Common Unit Arrearages and Cumulative Common Unit Arrearages shall be proportionately adjusted in the event of any distribution, combination or subdivision (whether effected by a distribution payable in Units or otherwise) of Units or other Partnership Interests. In the event of a distribution of cash or cash equivalents that is deemed to be from Capital Surplus, the then applicable Target Distributions shall be reduced in the same proportion that the distribution had to the fair market value of the Common Units immediately prior to the announcement of the distribution. If the Common Units are publicly traded on a National Securities Exchange, the fair market value will be the Current Market Price before the ex-dividend date. If the Common Units are not publicly traded, the fair market value will be determined by the Board of Directors.

(b) The Target Distributions shall also be subject to adjustment pursuant to Section 5.10 and 0.

Section 6.7 *Special Provisions Relating to the Holders of Subordinated Units.*

(a) Except with respect to the right to vote on or approve matters requiring the vote or approval of a percentage of the holders of Outstanding Common Units and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units, the holder of a Subordinated Unit shall have all of the rights and obligations of a Unitholder holding Common Units hereunder; *provided*, *however*, that immediately upon the conversion of Subordinated Units into Common Units pursuant to Section 5.6, the Unitholder holding Subordinated Units shall possess all of the rights and obligations of a Unitholder holding Common Units hereunder with respect to such converted Subordinated Units, including the right to vote as a Common Unitholder and the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units; *provided*, *however*, that such converted Subordinated Units shall remain subject to the provisions of Sections 5.4(c)(ii), 6.1(d)(x), and 6.7(b) and 6.70.

(b) A Unitholder shall not be permitted to transfer a Subordinated Unit or a Subordinated Unit that has converted into a Common Unit pursuant to Section 5.6 (other than a transfer to an Affiliate), in each case, if the remaining balance in the transferring Unitholder's Capital Account with respect to the retained Units would be negative after giving effect to the allocation under Section 5.4(c)(ii)(B).

The Unitholder holding a Common Unit that has resulted from the conversion of a Subordinated Unit pursuant to Section 5.6 shall not be issued a Common Unit Certificate pursuant to Section 4.1, if the Common Units are evidenced by Certificates, and shall not be permitted to transfer such Common Unit to a Person that is not an Affiliate of the holder until such time as the General Partner determines, based on advice of counsel, that each such Common Unit should have, as a substantive matter, like intrinsic economic and U.S. federal income tax characteristics, in all material respects, to the intrinsic economic and U.S. federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this 0, the General Partner may take whatever steps are required to provide economic

uniformity to such Common Units in preparation for a transfer of such Common Units, including the application of Sections 5.4(c)(ii), 6.1(d)(x) and 6.7(b); *provided, however,* that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Unit.

Section 6.8 *Entity-Level Taxation.* If a law is enacted or an existing law is modified or interpreted in a manner that results in a Group Member: (i) that is not already subject to any U.S. federal, state, local and/or foreign income and/or withholding tax prior to such enactment, modification or interpretation to become subject to any such one or more of such tax(es), and/or (ii) becoming subject to an increased amount of any such one or more of such taxes (including, for the avoidance of doubt, as a result of any increase in the rate of such taxation applicable to the Group Member), than such Group Member was subject prior to such enactment, modification or interpretation, then the General Partner may, in its sole discretion, reduce the Target Distributions by the amount of such taxes (or increased amount of such taxes), as applicable, that become payable by reason of any such enactment, modification or interpretation (the "***Incremental Income Taxes***"), or any portion thereof selected by the General Partner, in the manner provided in this 0. If the General Partner elects to reduce the Target Distributions for any Quarter with respect to all or a portion of any Incremental Income Taxes, the General Partner shall estimate for such Quarter the Partnership Group's aggregate liability (the "***Estimated Incremental Quarterly Tax Amount***") for all (or the relevant portion of) such Incremental Income Taxes; provided that any difference between such estimate and the actual liability for Incremental Income Taxes (or the relevant portion thereof) for such Quarter may, to the extent determined by the General Partner, be taken into account in determining the Estimated Incremental Quarterly Tax Amount with respect to each Quarter in which any such difference can be determined. For each such Quarter, the Target Distributions, shall be the product obtained by multiplying (a) the amounts therefor that are set out herein prior to the application of this 0 times (b) the quotient obtained by dividing (i) cash and cash equivalents as of the last day of such Quarter by (ii) the sum of cash and cash equivalents as of the last day of such Quarter and the Estimated Incremental Quarterly Tax Amount for such Quarter, as determined by the General Partner. For purposes of the foregoing, cash and cash equivalents with respect to a Quarter will be deemed reduced by the Estimated Incremental Quarterly Tax Amount for that Quarter.

Section 6.9 *Special Distribution to Sponsor Entity Contributors.* Contemporaneously upon the making of any Underwriters' Additional Cash Contribution pursuant to Section 5.2(c), the Partnership shall make a distribution of cash (and without any withholdings or set-offs of any kind) equal to such Underwriters' Additional Cash Contribution amount, with the amount of such cash to be so distributed and to be made to, and divided among, those one or more Sponsor Contributor Entities as provided, and in the manner set forth, on Exhibit C.

ARTICLE VII

MANAGEMENT AND OPERATION OF BUSINESS

Section 7.1 *Management.*

(a) The General Partner shall conduct, direct and manage all activities of the Partnership. Except as otherwise expressly provided in this Agreement, but without limitation on the ability of the General Partner to delegate its rights and power to other Persons, all management powers over the

business and affairs of the Partnership shall be exclusively vested in the General Partner, and no other Partner shall have any management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted to a general partner of a limited partnership under applicable law or that are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 7.4, shall have full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Partnership, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, including the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible or exchangeable into Partnership Interests, and the incurring of any other obligations;

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership or the merger or other combination of the Partnership with or into another Person (the matters described in this clause (iii) being subject, however, to any prior approval that may be required by Section 7.4 or Article XIV);

(iv) the use of the assets of the Partnership (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Partnership Group, the lending of funds to other Persons (including other Group Members), the repayment or guarantee of obligations of any Group Member, and the making of capital contributions to any Group Member;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than its interest in the Partnership, even if the same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(vi) the distribution of Partnership cash or cash equivalents;

(vii) the selection, employment, retention and dismissal of employees (including employees having titles such as “president,” “vice president,” “secretary” and “treasurer”) and agents, outside attorneys, accountants, consultants and contractors of the General Partner or the Partnership Group and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership Group, the Partners and Indemnitees;

(ix) the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any further limited or general partnerships, joint ventures, corporations, limited liability companies or other Persons (including the acquisition of interests in, and the contributions of property to, any Group Member from time to time);

(x) the control of any matters affecting the rights and obligations of the Partnership, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expense and the settlement of claims and litigation;

(xi) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xii) the entering into of listing agreements with any National Securities Exchange and the delisting of some or all of the Limited Partner Interests from, or requesting that trading be suspended on, any such exchange;

(xiii) the purchase, sale or other acquisition or disposition of Partnership Interests, or the issuance of Partnership Interests or options, rights, warrants, appreciation rights, phantom or tracking interests relating to Partnership Interests;

(xiv) the undertaking of any action in connection with the Partnership’s participation in the management of any Group Member; and

(xv) the entering into of agreements with any of its Affiliates to render services to a Group Member or to itself in the discharge of its duties as General Partner of the Partnership.

(b) Each of the Partners and each other Person who acquires an interest in a Partnership Interest and each other Person who is otherwise bound by this Agreement hereby (i) approves, ratifies and confirms the execution, delivery and performance by the parties thereto of this Agreement, the Underwriting Agreement, the Omnibus Agreement, the Contribution Agreement and the other agreements described in or filed as exhibits to the Registration Statement that are related to the transactions contemplated by the Registration Statement (in the case of each agreement other than this Agreement, without giving effect to any amendments, supplements or restatements after the date hereof); (ii) agrees that the General Partner (on its own behalf or on behalf of the Partnership) is authorized to execute, deliver and perform the agreements referred to in clause (i) of this sentence and the other agreements, acts, transactions and matters described in or contemplated by the Registration Statement on behalf of the Partnership without any further act, approval or vote of the Partners, the other Persons who acquire a Partnership Interest and the Persons who are otherwise bound by this Agreement; and (iii) agrees that the execution, delivery or performance by the General Partner, any Group Member or any Affiliate of any of them of this Agreement or any agreement authorized or

permitted under this Agreement (including the exercise by the General Partner or any Affiliate of the General Partner of the rights accorded pursuant to Article XV) shall not constitute a breach by the General Partner of any fiduciary or other duty existing at law, in equity or otherwise that the General Partner

may owe the Partnership, the Limited Partners, the other Persons who acquire an interest in a Partnership Interest or the Persons who are otherwise bound by this Agreement.

Section 7.2 *Replacement of Fiduciary Duties*. Notwithstanding any other provision of this Agreement, to the extent that any provision of this Agreement purports or is interpreted (a) to have the effect of replacing, restricting or eliminating the duties that might otherwise, as a result of Delaware or other applicable law, be owed by the General Partner or any other Indemnitee to the Partnership, the Limited Partners, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement, or (b) to constitute a waiver or consent by the Partnership, the Limited Partners, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement to any such replacement, restriction or elimination, such provision shall be deemed to have been approved by the Partnership, all the Partners, each other Person who acquires an interest in a Partnership Interest and each other Person who is bound by this Agreement.

Section 7.3 *Certificate of Limited Partnership*. The General Partner has caused the Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents that the General Partner determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business or own property. To the extent the General Partner determines such action to be necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Limited Partnership and do all things to maintain the Partnership as a limited partnership (or a partnership or other entity in which the limited partners have limited liability) under the laws of the State of Delaware or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 3.4(a), the General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Limited Partnership, any qualification document or any amendment thereto to any Partner.

Section 7.4 *Restrictions on the General Partner's Authority*. Except as provided in Article XII and Article XIV, the General Partner may not sell, exchange or otherwise dispose of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions without the approval of a Unit Majority; *provided, however,* that this provision shall not preclude or limit the General Partner's ability to mortgage, pledge, hypothecate or grant a security interest in all or substantially all of the assets of the Partnership Group and shall not apply to any forced sale of any or all of the assets of the Partnership Group pursuant to the foreclosure of, or other realization upon, any such encumbrance.

Section 7.5 *Reimbursement of the General Partner*.

(a) The General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine, for (i) all direct and indirect expenses it incurs or payments it makes on behalf of the Partnership Group (including salary, bonus, incentive compensation and other amounts paid to any Person (including Affiliates of the General Partner), to perform services for the Partnership Group or for the General Partner in the discharge of its duties to the Partnership Group), and (ii) all other expenses reasonably allocable to the Partnership Group or otherwise incurred by the General Partner in connection with operating the Partnership Group's business (including expenses allocated to the General Partner by its Affiliates). The General Partner shall determine the expenses that are allocable to the General Partner or any member of the Partnership Group. Reimbursements pursuant to this Section 7.5 shall be in addition to any reimbursement to the General Partner as a result of indemnification pursuant to Section 7.7. The General Partner and its Affiliates may charge any member of the Partnership Group a management fee to the extent necessary to allow the Partnership Group to reduce the amount of any state franchise or income tax or any tax based upon revenues or gross margin of any member of the Partnership Group if the tax benefit produced by the payment for such management fee exceeds the amount of such fee.

(b) The General Partner, without the approval of the Limited Partners (who shall have no right to vote in respect thereof), may propose and adopt on behalf of the Partnership benefit plans, programs and practices (including plans, programs and practices involving the issuance of Partnership Interests or rights relating to Partnership Interests), or cause the Partnership to issue Partnership Interests in connection with, or pursuant to, any benefit plan, program or practice maintained or sponsored by the General Partner or any of its Affiliates, in each case for the benefit of employees, officers, consultants and directors of the General Partner or its Affiliates, in respect of services performed, directly or indirectly, for the benefit of the Partnership Group. The Partnership agrees to issue and sell to the General Partner or any of its Affiliates any Partnership Interests that the General Partner or such Affiliates are obligated to provide to any employees, officers, consultants and directors pursuant to any such benefit plans, programs or practices. Expenses incurred by the General Partner in connection with any such plans, programs and practices (including the net cost to the General Partner or such Affiliates of Partnership Interests purchased by the General Partner or such Affiliates, from the Partnership or otherwise, to fulfill awards under such plans, programs and practices) shall be reimbursed in accordance with Section 7.5(a). Any and all obligations of the General Partner under any benefit plans, programs or practices adopted by the General Partner as permitted by this Section 7.5(b) shall constitute obligations of the General Partner hereunder and shall be assumed by any successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner's General Partner Interest pursuant to Section 4.6.

Section 7.6 *Outside Activities*.

(a) The General Partner, for so long as it is the General Partner of the Partnership, shall not engage in any business or activity or incur any debts or liabilities except in connection with or incidental to (A) its performance as general partner or managing member, if any, of one or more Group Members or as described in or contemplated by the Registration Statement, (B) the acquiring, owning or disposing of debt securities or equity interests in any Group Member or (C) the direct or indirect provision of management, advisory, and administrative services to its Affiliates or to other Persons.

(b) Subject to any contrary contractual obligation to which a Partner is subject, each Unrestricted Person (other than the General Partner) shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Group Member. No such business interest or activity shall constitute a breach of this Agreement, any fiduciary or other duty existing at law, in equity or otherwise, or obligation of any type whatsoever to the Partnership or other Group Member, any Partner, any Person who acquires an interest in a Partnership Interest or any Person who is otherwise bound by this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Unrestricted Person (including the General Partner). Subject to any contrary contractual obligation to which a Partner is subject, no Unrestricted Person (including the General Partner) who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Partnership, shall have any duty to communicate or offer such opportunity to any Group Member, and such Unrestricted Person (including the General Partner) shall not be liable to the Partnership or any other Group Member, any Partner any person who acquires a Partnership Interest or any other Person who is otherwise bound by this Agreement for breach of any fiduciary or other duty existing at law, in equity or otherwise by reason of the fact that such Unrestricted Person (including the General Partner) pursues or acquires such opportunity for itself, or directs such opportunity to any Group Member.

(d) The General Partner and each of its Affiliates may acquire Units or other Partnership Interests in addition to those acquired on the Closing Date and, except as otherwise expressly provided in this Agreement, shall be entitled to exercise, at their option, all rights relating to all Units or other Partnership Interests acquired by them. The term "Affiliates" when used in this Section 7.6(d) with respect to the General Partner shall not include any Group Member.

Section 7.7 *Indemnification*.

(a) To the fullest extent permitted by law, each Indemnitee shall be indemnified and held harmless by the Partnership from and against any and all, joint or several, losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity; *provided*, that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Agreement, the Indemnitee acted in bad faith or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. Any indemnification pursuant to this Section 7.7 shall be made only out of the

assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.7(a) in appearing at, participating in or defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.7, the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 7.7.

(c) The indemnification provided by this Section 7.7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, pursuant to any vote of the holders of Outstanding Limited Partner Interests, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of an Indemnitee and such other Persons as the General Partner shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Indemnitee in connection with the Partnership's activities or such Indemnitee's activities on behalf of the Partnership, regardless of whether the Partnership would have the power to indemnify such Indemnitee against such liability under the provisions of this Agreement.

(e) For purposes of this Section 7.7, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.7(a); and action taken or omitted by an Indemnitee with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.7 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 7.7 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.8 *Liability of Indemnitees*.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Partnership, the Partners or any other Persons who have acquired interests in a Partnership Interest or are otherwise bound by this Agreement, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. The Partners, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement, each on their own behalf and on behalf of the Partnership, waives any and all rights to claim punitive damages or damages based upon the U.S. federal, state or local income taxes paid or payable by any such Partner or other Person.

(b) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership, the Partners, any Person who acquires an interest in a Partnership Interest or is otherwise bound by this Agreement, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable, to the fullest extent permitted by law, to the Partnership, the Partners, any Person who acquires an interest in a Partnership Interest or is otherwise bound by this Agreement, for its reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 7.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.9 *Standards of Conduct and Modification of Duties*.

(a) Whenever the General Partner, the Board of Directors or any committee of the Board of Directors (including the Conflicts Committee), makes a determination or takes or declines to take any other action, or any Affiliates of the General Partner cause the General Partner to do so, in its capacity as the general partner of the Partnership as opposed to in its individual capacity, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then, unless another express standard is provided for in this Agreement, the General Partner, the Board of Directors, such committee or such Affiliates causing the General Partner to do so, shall make such determination or take or decline to take such other action in good faith and shall not be subject to any higher standard contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. A determination, other action or failure to act by the General Partner, the Board of Directors of the General Partner or any committee thereof (including the Conflicts Committee) will be deemed to be in good faith unless such party believed such determination, other action or failure to act, given the totality of the circumstances, was adverse to the interests of the Partnership. In any proceeding brought by the Partnership, any Limited Partner, or any Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement challenging such action, determination or failure to act, the Person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act was not in good faith.

(b) Whenever the General Partner makes a determination or takes or declines to take any other action, or any of its Affiliates causes it to do so, in its individual capacity as opposed to in its capacity as the general partner of the Partnership, whether under this Agreement or any other agreement contemplated hereby or otherwise, then the General Partner, or such Affiliates causing it to do so, are entitled, to the fullest extent permitted by law, to make such determination or to take or decline to take such other action free of any fiduciary duty or other duty existing at law, in equity or otherwise or obligation whatsoever to the Partnership, any Limited Partner, any other Person who acquires an interest in a Partnership Interest or any other Person who otherwise is bound by this Agreement, and the General Partner, or such Affiliates causing it to do so, shall not, to the fullest extent permitted by law, be required to act in good faith or pursuant to any other standard imposed by this Agreement or any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. By way of illustration and not of limitation, whenever the phrases, "at the option of the General Partner," "in its sole discretion" or some variation of those phrases, are used in this Agreement, it indicates that the General Partner is acting in its individual capacity. For the avoidance of doubt, whenever the General Partner votes or transfers its Partnership Interests, or refrains from voting or transferring its Partnership Interests, it shall be acting in its individual capacity.

(c) Whenever a potential conflict of interest exists or arises between the General Partner or any Affiliates, on the one hand, and the Partnership, any Group Member or any Partner, any other Person who acquires an interest in a Partnership Interest or any other Person who is bound by this Agreement, on the other hand, the General Partner may in its discretion submit any resolution or course of action with respect to such conflict of interest for (i) Special Approval or (ii) approval by the vote of a majority of the Common Units (excluding Common Units owned by the General Partner and its Affiliates). If such course of action or resolution

receives Special Approval or approval of a majority of the Common Units (excluding Common Units owned by the General Partner and its Affiliates), then such course of action or resolution shall be conclusively deemed approved by the Partnership, all the Partners, each Person who acquires an interest in a Partnership Interest and each other Person who is bound by this Agreement, and shall not constitute a breach of this Agreement, of any Group Member Agreement, of any agreement contemplated herein or therein, or of any fiduciary or other duty existing at law, in equity or otherwise or obligation of any type whatsoever.

(d) Notwithstanding anything to the contrary in this Agreement, the General Partner, its Affiliates and each other Indemnitee shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the Partnership Group or (ii) permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the General Partner or any of its Affiliates to enter into such contracts shall be in its sole discretion.

(e) The Partners and each Person who acquires an interest in a Partnership Interest or is otherwise bound by this Agreement hereby authorize the General Partner, on behalf of the Partnership as a partner or member of a Group Member, to approve actions by the general partner or managing member of such Group Member similar to those actions permitted to be taken by the General Partner pursuant to this Section 7.9.

Section 7.10 *Other Matters Concerning the General Partner and Indemnitees*.

(a) The General Partner and any other Indemnitee may rely upon, and shall be protected in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner and any other Indemnitee may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted in reliance upon the advice or opinion (including an Opinion of Counsel) of such Persons as to matters that the General Partner or such other Indemnitee reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such advice or opinion.

(c) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its duly authorized officers, a duly appointed attorney or attorneys-in-fact or the duly authorized officers of any Group Member.

Section 7.11 *Purchase or Sale of Partnership Interests*. The General Partner may cause the Partnership to purchase or otherwise acquire Partnership Interests. As long as Partnership Interests are held by any Group Member, such Partnership Interests shall not be considered Outstanding for any purpose, except as otherwise provided herein. The General Partner or any Affiliate of the General Partner may also purchase or otherwise acquire and sell or otherwise

dispose of Partnership Interests for its own account, subject to the provisions of Articles IV and X.

Section 7.12 *Registration Rights of the General Partner and its Affiliates*.

(a) If (i) the General Partner or any Affiliate of the General Partner (including for purposes of this Section 7.12, any Person that is an Affiliate of the General Partner at the date hereof notwithstanding that it may later cease to be an Affiliate of the General Partner) holds Partnership Interests that it desires to sell and (ii) Rule 144 of the Securities Act (or any successor rule or regulation to Rule 144) or another exemption from registration is not available to enable such holder of Partnership Interests (the "***Holder***") to dispose of the number of Partnership Interests it desires to sell at the time it desires to do so without registration under the Securities Act, then at the option and upon the request of the Holder, the Partnership shall file with the Commission as promptly as practicable after receiving such request, and use all commercially reasonable efforts to cause to become effective and remain effective for a period of not less than six months following its effective date or such shorter period as shall terminate when all Partnership Interests covered by such registration statement have been sold, a registration statement under the Securities Act registering the offering and sale of the number of Partnership Interests specified by the Holder; *provided*, *however*, that the Partnership shall not be required to effect more than three registrations pursuant to this Section 7.12(a); and *provided further*, however, that if the General Partner determines that a postponement of the requested registration would be in the best interests of the Partnership and its Partners due to a pending transaction, investigation or other event, the filing of such registration statement or the effectiveness thereof may be deferred for up to six months, but not thereafter. In connection with any registration pursuant to the immediately preceding sentence, the Partnership shall (i) promptly prepare and file (A) such documents as may be necessary to register or qualify the securities subject to such registration under the securities laws of such states as the Holder shall reasonably request; *provided*, *however*, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Partnership would become subject to general service of process or to taxation or qualification to do business as a foreign corporation or partnership doing business in such jurisdiction solely as a result of such registration, and (B) such documents as may be necessary to apply for listing or to list the Partnership Interests subject to such registration on such National Securities Exchange as the Holder shall reasonably request, and (ii) do any and all other acts and things that may be necessary or appropriate to enable the Holder to consummate a public sale of such Partnership Interests in such states. Except as set forth in Section 7.12(c), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(b) If the Partnership shall at any time propose to file a registration statement under the Securities Act for an offering of Partnership Interests for cash (other than an offering relating solely to a benefit plan), the Partnership shall use all commercially reasonable efforts to include such number or amount of Partnership Interests held by any Holder in such registration statement as the Holder shall request; *provided*, that the Partnership is not required to make any effort or take any action to so include the Partnership Interests of the Holder once the registration statement becomes or is declared effective by the Commission, including any registration statement providing for the offering from time to time of Partnership Interests pursuant to Rule

415 of the Securities Act. If the proposed offering pursuant to this Section 7.12(b) shall be an underwritten offering, then, in the event that the managing underwriter or managing underwriters of such offering advise the Partnership and the Holder that in their opinion the inclusion of all or some of the Holder's Partnership Interests would adversely and materially affect the timing or success of the offering, the Partnership shall include in such offering only that number or amount, if any, of Partnership Interests held by the Holder that, in the opinion of the managing underwriter or managing underwriters, will not so adversely and materially affect the offering. Except as set forth in Section 7.12(c), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(c) If underwriters are engaged in connection with any registration referred to in this Section 7.12, the Partnership shall provide indemnification, representations, covenants, opinions and other assurance to the underwriters in form and substance reasonably satisfactory to such underwriters. Further, in addition to and not in limitation of the Partnership's obligation under Section 7.7, the Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless the Holder, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "***Indemnified Persons***") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be

involved, as a party or otherwise, under the Securities Act or otherwise (hereinafter referred to in this Section 7.12(c) as a "claim" and in the plural as "claims") based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which any Partnership Interests were registered under the Securities Act or any state securities or Blue Sky laws, in any preliminary prospectus (if used prior to the effective date of such registration statement), or in any summary or final prospectus or issuer free writing prospectus or in any amendment or supplement thereto (if used during the period the Partnership is required to keep the registration statement current), or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein not misleading; *provided, however,* that the Partnership shall not be liable to any Indemnified Person to the extent that any such claim arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, such preliminary, summary or final prospectus or free writing prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of such Indemnified Person specifically for use in the preparation thereof.

(d) The provisions of Section 7.12(a) and Section 7.12(b) shall continue to be applicable with respect to the General Partner (and any of the General Partner's Affiliates) after it ceases to be a general partner of the Partnership, during a period of two years subsequent to the effective date of such cessation and for so long thereafter as is required for the Holder to sell all of the Partnership Interests with respect to which it has requested during such two-year period inclusion in a registration statement otherwise filed or that a registration statement be filed;

provided, however, that the Partnership shall not be required to file successive registration statements covering the same Partnership Interests for which registration was demanded during such two-year period. The provisions of Section 7.12(c) shall continue in effect thereafter.

(e) The rights to cause the Partnership to register Partnership Interests pursuant to this Section 7.12 may be assigned (but only with all related obligations) by a Holder to a transferee or assignee of such Partnership Interests, provided (i) the Partnership is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the Partnership Interests with respect to which such registration rights are being assigned; and (ii) such transferee or assignee agrees in writing to be bound by and subject to the terms set forth in this Section 7.12.

(f) Any request to register Partnership Interests pursuant to this Section 7.12 shall (i) specify the Partnership Interests intended to be offered and sold by the Person making the request, (ii) express such Person's present intent to offer such Partnership Interests for distribution, (iii) describe the nature or method of the proposed offer and sale of Partnership Interests, and (iv) contain the undertaking of such Person to provide all such information and materials and take all action as may be required in order to permit the Partnership to comply with all applicable requirements in connection with the registration of such Partnership Interests.

Section 7.13 *Reliance by Third Parties*. Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner and any officer of the General Partner authorized by the General Partner to act on behalf of and in the name of the Partnership has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Partnership and to enter into any authorized contracts on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner or any such officer as if it were the Partnership's sole party in interest, both legally and beneficially. Each Limited Partner hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the General Partner or any such officer in connection with any such dealing. In no event shall any Person dealing with the General Partner or any such officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or any such officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

ARTICLE VIII

BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 8.1 *Records and Accounting*. The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the

Partnership's business, including all books and records necessary to provide to the Limited Partners any information required to be provided pursuant to Section 3.4(a). Any books and records maintained by or on behalf of the Partnership in the regular course of its business, including the record of the Record Holders of Units or other Partnership Interests, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard drives, magnetic tape, photographs, micrographics or any other information storage device; *provided*, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. GAAP. The Partnership shall not be required to keep books maintained on a cash basis and the General Partner shall be permitted to calculate cash-based measures, including Operating Surplus and Adjusted Operating Surplus, by making such adjustments to its accrual basis books to account for non-cash items and other adjustments as the General Partner determines to be necessary or appropriate.

Section 8.2 *Fiscal Year*. The fiscal year of the Partnership shall be a fiscal year ending December 31.

Section 8.3 *Reports*.

(a) As soon as practicable, but in no event later than 105 days after the close of each fiscal year of the Partnership, the General Partner shall cause to be mailed or made available, by any reasonable means, to each Record Holder of a Unit or other Partnership Interest as of a date selected by the General Partner, an annual report containing financial statements of the Partnership for such fiscal year of the Partnership, presented in accordance with U.S.

GAAP, including a balance sheet and statements of operations, Partnership equity and cash flows, such statements to be audited by a firm of independent public accountants selected by the General Partner.

(b) As soon as practicable, but in no event later than 50 days after the close of each Quarter except the last Quarter of each fiscal year, the General Partner shall cause to be mailed or made available, by any reasonable means to each Record Holder of a Unit or other Partnership Interest, as of a date selected by the General Partner, a report containing unaudited financial statements of the Partnership and such other information as may be required by applicable law, regulation or rule of any National Securities Exchange on which the Units are listed for or admitted to trading, or as the General Partner determines to be necessary or appropriate.

(c) The General Partner shall be deemed to have made a report available to each Record Holder as required by this Section 8.3 if it has either (i) filed such report with the Commission via its Electronic Data Gathering, Analysis and Retrieval system (or any successor thereto) and such report is publicly available on such system or (ii) made such report available on any publicly available website maintained by the Partnership.

ARTICLE IX

TAX MATTERS

Section 9.1 *Tax Returns and Information*. The Partnership shall timely file all returns of the Partnership that are required for U.S. federal, state and local income tax purposes on the basis of the accrual method and the taxable period or years that it is required by law to adopt, from time to time, as determined by the General Partner. In the event the Partnership is required to use a taxable period other than a year ending on December 31, the General Partner shall use reasonable efforts to change the taxable period of the Partnership to a year ending on December 31. The tax information reasonably required by Record Holders for U.S. federal, state and local income tax reporting purposes with respect to a taxable period shall be furnished to them within 90 days of the close of the calendar year in which the Partnership's taxable period ends. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for U.S. federal income tax purposes.

Section 9.2 *Tax Elections*.

(a) The Partnership shall make the election under Section 754 of the Code in accordance with applicable regulations thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Limited Partners. Notwithstanding any other provision herein contained, for the purposes of computing the adjustments under Section 743(b) of the Code, the General Partner shall be authorized (but not required) to adopt a convention whereby the price paid by a transferee of a Limited Partner Interest will be deemed to be the lowest quoted closing price of the Limited Partner Interests on any National Securities Exchange on which such Limited Partner Interests are listed for or admitted to trading during the calendar month in which such transfer is deemed to occur pursuant to Section 6.2(e) without regard to the actual price paid by such transferee.

(b) Except as otherwise provided herein, the General Partner shall determine whether the Partnership should make any other elections permitted by the Code.

Section 9.3 *Tax Controversies*. Subject to the provisions hereof, the General Partner (or, if applicable, its sole member and beneficial owner, Lehigh Gas Corporation, a Delaware corporation) is designated as the Tax Matters Partner (as defined in the Code); in the event that the General Partner or Lehigh Gas Corporation, as applicable, is not permitted to serve as Tax Matters Partner under applicable law then the Tax Matters Partner shall be such other Person(s) that the General Partner shall determine and designate. The Tax Matters Partner is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the General Tax Matters Partner and to do or refrain from doing any or all things reasonably required by the Tax Matters Partner to conduct such proceedings.

Section 9.4 *Withholding; Tax Payments*.

(a) The General Partner may treat taxes paid by the Partnership on behalf of, all or less than all of the Partners, either as a distribution of cash to such Partners or as a general expense of the Partnership, as determined appropriate under the circumstances by the General Partner.

(b) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to cause the Partnership and other Group Members to comply with any withholding requirements established under the Code or any other federal, state or local law including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income or from a distribution to any Partner (including by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash to such Partner pursuant to Section 6.3 in the amount of such withholding .

ARTICLE X

ADMISSION OF PARTNERS

Section 10.1 *Admission of Limited Partners*.

(a) A Person shall be admitted as a Limited Partner and shall become bound by the terms of this Agreement if such Person purchases or otherwise lawfully acquires any Limited Partner Interest and becomes the Record Holder of such Limited Partner Interests in accordance with the provisions of Article IV or Article V hereof. A Person may become a Record Holder of a Limited Partner Interest without the consent or approval of any of the Partners. A Person may not become a Limited Partner without acquiring a Limited Partner Interest and until reflected on the books and records of the

Partnership as the Record Holder of such Limited Partner Interest. The rights and obligations of a Person who is: (i) an Ineligible Holder shall be determined in accordance with Section 4.8; and (ii) a Prohibited Owner shall be determined in accordance with Section 4.10. Upon the issuance by the Partnership of Common Units, Subordinated Units and Incentive Distribution Rights to the General Partner, each Sponsor Entity Contributor and the Underwriters as described in Article V in connection with the Initial Offering, such parties will be automatically admitted to the Partnership as Initial Limited Partners in respect of the Common Units, Subordinated Units or Incentive Distribution Rights issued to them.

(b) By acceptance of the transfer of any Limited Partner Interests in accordance with Article IV or the acceptance of any Limited Partner Interests issued pursuant to Article V or pursuant to a merger or consolidation pursuant to Article XIV, and except as provided in Section 4.8 and 4.10, each transferee of, or other such Person acquiring, a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred or issued to such Person when any such transfer or admission is reflected in the books and records of the Partnership and such Limited Partner becomes the Record Holder of the Limited Partner Interests so transferred, (ii) shall become bound, and shall be deemed to have agreed to be bound, by the terms of this Agreement, (iii) represents that the transferee or other recipient has the capacity, power and

authority to enter into this Agreement and (iv) makes the consents, acknowledgements and waivers contained in this Agreement, all with or without execution of this Agreement by such Person. The transfer of any Limited Partner Interests and the admission of any new Limited Partner shall not constitute an amendment to this Agreement. A Person may become a Limited Partner or Record Holder of a Limited Partner Interest without the consent or approval of any of the Partners. A Person may not become a Limited Partner without acquiring a Limited Partner Interest and until such Person is reflected in the books and records of the Partnership as the Record Holder of such Limited Partner Interest. The rights and obligations of a Person who is: (x) an Ineligible Holder shall be determined in accordance with Section 4.8; and (y) a Prohited Owner shall be determined in accordance with Section 4.10.

(c) The name and mailing address of each Record Holder shall be listed on the books and records of the Partnership maintained for such purpose by the Partnership or the Transfer Agent. The General Partner shall update the books and records of the Partnership from time to time as necessary, but at least every quarter, to reflect accurately the information therein (or shall cause the Transfer Agent to do so, as applicable). A Limited Partner Interest may be represented by a Certificate, as provided in Section 4.1.

(d) Any transfer of a Limited Partner Interest shall not entitle the transferee to share in the profits and losses, to receive distributions, to receive allocations of income, gain, loss, deduction or credit or any similar item or to any other rights to which the transferor was entitled until the transferee becomes a Limited Partner pursuant to Section 10.1(b).

Section 10.2 *Admission of Successor General Partner*. A successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner Interest pursuant to Section 4.6 who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner, effective immediately prior to the withdrawal or removal of the predecessor or transferring General Partner, pursuant to Section 11.1 or 11.2 or the transfer of the General Partner Interest pursuant to Section 4.6, *provided*, *however*, that no such successor shall be admitted to the Partnership until compliance with the terms of Section 4.6 has occurred and such successor has executed and delivered such other documents or instruments as may be required to effect such admission. Any such successor shall, subject to the terms hereof, carry on the business of the members of the Partnership Group without dissolution.

Section 10.3 *Amendment of Agreement and Certificate of Limited Partnership*. To effect the admission to the Partnership of any Partner, the General Partner shall take all steps necessary or appropriate under the Delaware Act to amend the records of the Partnership to reflect such admission and, if necessary, to prepare as soon as practicable an amendment to this Agreement and, if required by law, the General Partner shall prepare and file an amendment to the Certificate of Limited Partnership.

ARTICLE XI

WITHDRAWAL OR REMOVAL OF PARTNERS

Section 11.1 *Withdrawal of the General Partner*.

(a) The General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any one of the following events (each such event herein referred to as an "***Event of Withdrawal***");

(i) The General Partner voluntarily withdraws from the Partnership by giving written notice to the other Partners;

(ii) The General Partner transfers all of its General Partner Interest pursuant to Section 4.6;

(iii) The General Partner is removed pursuant to Section 11.2;

(iv) The General Partner (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (C) files a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (A)-(C) of this Section 11.1(a)(iv); or (E) seeks, consents to or acquiesces in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the General Partner or of all or any substantial part of its properties;

(v) A final and non-appealable order of relief under Chapter 7 of the United States Bankruptcy Code is entered by a court with appropriate jurisdiction pursuant to a voluntary or involuntary petition by or against the General Partner; or

(vi) (A) in the event the General Partner is a corporation, a certificate of dissolution or its equivalent is filed for the General Partner, or 90 days expire after the date of notice to the General Partner of revocation of its charter without a reinstatement of its charter, under the laws of its state of incorporation; (B) in the event the General Partner is a partnership or a limited liability company, the dissolution and commencement of winding up of the General Partner; (C) in the event the General Partner is acting in such capacity by virtue of being a trustee of a trust, the termination of the trust; (D) in the event the General Partner is a natural person, his death or adjudication of incompetency; and (E) otherwise in the event of the termination of the General Partner.

If an Event of Withdrawal specified in Section 11.1(a)(iv), (v) or (vi)(A), (B), (C) or (E) occurs, the withdrawing General Partner shall give notice to the Limited Partners within 30 days after such occurrence. The Partners hereby agree that only the Events of Withdrawal described in this Section 11.1 shall result in the withdrawal of the General Partner from the Partnership.

(b) Withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall not constitute a breach of this Agreement under the following circumstances: (i) at any time during the period beginning on the Closing Date and ending at 11:59 pm, prevailing Eastern Time, on December 31, 2022, the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited

Partners; *provided*, that prior to the effective date of such withdrawal, the withdrawal is approved by Unitholders holding at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates) and the General Partner delivers to the Partnership an Opinion of Counsel ("***Withdrawal Opinion of Counsel***") that such withdrawal (following the selection of the successor General Partner) would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause any Group Member to be treated as an entity taxable as a corporation for U.S. federal income tax purposes (to the extent not already so treated or taxed); (ii) at any time after 11:59 pm, prevailing Eastern Time, on December 31, 2022, the General Partner voluntarily withdraws by giving at least 90 days' advance notice to the Unitholders, such withdrawal to take effect on the date specified in such notice; (iii) at any time that the General Partner ceases to be the General Partner pursuant to Section 11.1(a)(ii) or is removed pursuant to Section 11.2; or (iv) notwithstanding clause (i) of this sentence, at any time that the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners, such withdrawal to take effect on the date specified in the notice, if at the time such notice is given one Person and its Affiliates (other than the General Partner and its Affiliates) own beneficially or of record or control at least 50% of the Outstanding Units. The withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall also constitute the withdrawal of the General Partner as general partner or managing member, if any, to the extent applicable, of the other Group Members. If the General Partner gives a notice of withdrawal pursuant to Section 11.1(a)(i), a Unit Majority, may, prior to the effective date of such withdrawal, elect a successor General Partner. The Person so elected as successor General Partner shall automatically become the successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If, prior to the effective date of the General Partner's withdrawal pursuant to Section 11.1(a)(i), a successor is not selected by the Unitholders as provided herein or the Partnership does not receive a Withdrawal Opinion of Counsel, the Partnership shall be dissolved in accordance with Section 12.1 unless the business of the Partnership is continued pursuant to Section 12.2. Any successor General Partner elected in accordance with the terms of this Section 11.1 shall be subject to the provisions of Section 10.3.

Section 11.2 *Removal of the General Partner*. The General Partner may be removed if such removal is approved by the Unitholders holding at least 66 $^{2}/_{3}$% of the Outstanding Units (including Units held by the General Partner and its Affiliates) voting as a single class. Any such action by such holders for removal of the General Partner must also provide for the election of a successor General Partner by the Unitholders holding a majority of the Outstanding Common Units, voting as a class, and a majority of the Outstanding Subordinated Units, voting as a class (including, in each case, Units held by the General Partner and its Affiliates). Such removal shall be effective immediately following the admission of a successor General Partner pursuant to Section 10.3. The removal of the General Partner shall also automatically constitute the removal of the General Partner as general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If a Person is elected as a successor General Partner in accordance with the terms of this Section 11.2, such Person shall, upon admission pursuant to Section 10.3, automatically become a successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. The

right of the holders of Outstanding Units to remove the General Partner shall not exist or be exercised unless the Partnership has received an opinion opining as to the matters covered by a Withdrawal Opinion of Counsel. Any successor General Partner elected in accordance with the terms of this Section 11.2 shall be subject to the provisions of Section 10.3.

Section 11.3 *Interest of Departing General Partner and Successor General Partner*.

(a) In the event of (i) withdrawal of the General Partner under circumstances where such withdrawal does not violate this Agreement or (ii) removal of the General Partner by the holders of Outstanding Units under circumstances where Cause does not exist, if the successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2, the Departing General Partner shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner, to require its successor to purchase its General Partner Interest and its or its Affiliates' general partner interest (or equivalent interest), if any, in the other Group Members and all of its or its Affiliates' Incentive Distribution Rights (collectively, the "***Combined Interest***") in exchange for an amount in cash equal to the fair market value of such Combined Interest, such amount to be determined and payable as of the effective date of its withdrawal or removal. If the General Partner is removed by the Unitholders under circumstances where Cause exists or if the General Partner withdraws under circumstances where such withdrawal violates this Agreement, and if a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner), such successor shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner (or, in the event the business of the Partnership is continued, prior to the date the business of the Partnership is continued), to purchase the Combined Interest for such fair market value of such Combined Interest. In either event, the Departing General Partner shall be entitled to receive all reimbursements due such Departing General Partner pursuant to Section 7.5, including any employee-related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the Departing General Partner or its Affiliates (other than any Group Member) for the benefit of the Partnership or the other Group Members.

For purposes of this Section 11.3(a), the fair market value of the Combined Interest shall be determined by agreement between the Departing General Partner and its successor or, failing agreement within 30 days after the effective date of such Departing General Partner's withdrawal or removal, by an independent investment banking firm or other independent expert selected by the Departing General Partner and its successor, which, in turn, may rely on other experts, and the determination of which shall be conclusive as to such matter. If such parties cannot agree upon one independent investment banking firm or other independent expert within 45 days after the effective date of such withdrawal or removal, then the Departing General Partner shall designate an independent investment banking firm or other independent expert, the Departing General Partner's successor shall designate an independent investment banking firm or other independent expert, and such firms or experts shall mutually select a third independent investment banking firm or independent expert, which third independent investment banking firm or other independent expert shall determine the fair market value of the Combined Interest. In making its determination, such third independent investment banking firm or other independent expert may consider the value of the Units, including the then current trading price

of Units on any National Securities Exchange on which Units are then listed for or admitted to trading, the value of the Partnership's assets, the rights and obligations of the Departing General Partner, the value of the Incentive Distribution Rights and the General Partner Interest and other factors it may deem relevant.

(b) If the Combined Interest is not purchased in the manner set forth in Section 11.3(a), the Departing General Partner (and its Affiliates, if applicable) shall become a Limited Partner and the Combined Interest shall be converted into Common Units pursuant to a valuation made by an investment banking firm or other independent expert selected pursuant to Section 11.3(a), without reduction in such Partnership Interest (but subject to proportionate dilution by reason of the admission of its successor). Any successor General Partner shall indemnify the Departing General Partner as to all debts and liabilities of the Partnership arising on or after the date on which the Departing General Partner becomes a Limited Partner. For purposes of this Agreement, conversion of the Combined Interest to Common Units will be characterized as if the Departing General Partner (and its Affiliates, if applicable) contributed the Combined Interest to the Partnership in exchange for the newly issued Common Units.

(c) If a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner) and the option described in Section 11.3(a) is not exercised by the party entitled to do so, the successor General Partner shall, at the effective date of its admission to the Partnership, contribute to the Partnership cash in the amount equal to the product of (x) the quotient obtained by dividing (A) the Percentage Interest of the General Partner Interest of the Departing General Partner by (B) a percentage equal to 100% less the Percentage Interest of the General Partner Interest of the Departing General Partner and (y) the Net Agreed Value of the Partnership's assets on such date. In such event, such successor General Partner shall, subject to the following sentence, be entitled to its Percentage Interest of all Partnership allocations and distributions to which the Departing General Partner was entitled. In addition, the successor General Partner shall cause this Agreement to be amended to reflect that, from and after the date of such successor General Partner's admission, the successor General Partner's interest in all Partnership distributions and allocations shall be its Percentage Interest.

Section 11.4 *Termination of Subordination Period, Conversion of Subordinated Units and Extinguishment of Cumulative Common Unit Arrearages*. Notwithstanding any provision of this Agreement, if the General Partner is removed as general partner of the Partnership under circumstances where Cause does not exist:

(a) the Subordinated Units held by any Person will immediately and automatically convert into Common Units on a one-for-one basis, provided (i) neither such Person nor any of its Affiliates voted any of its Units in favor of the removal and (ii) such Person is not an Affiliate of the successor General Partner; and

(b) if all of the Subordinated Units convert into Common Units pursuant to Section 11.4(a), all Cumulative Common Unit Arrearages on the Common Units will be extinguished and the Subordination Period will end;

provided, however, that such converted Subordinated Units shall remain subject to the provisions of Sections 5.4(c)(ii), 6.1(d)(x), Section 6.7(b) and 0.

Section 11.5 *Withdrawal of Limited Partners*. No Limited Partner shall have any right to withdraw from the Partnership; *provided, however*, that when a transferee of a Limited Partner's Limited Partner Interest becomes a Record Holder of the Limited Partner Interest so transferred, such transferring Limited Partner shall cease to be a Limited Partner with respect to the Limited Partner Interest so transferred.

ARTICLE XII

DISSOLUTION AND LIQUIDATION

Section 12.1 *Dissolution*. The Partnership shall not be dissolved by the admission of additional Limited Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the removal or withdrawal of the General Partner, if a successor General Partner is elected pursuant to Section 11.1, 11.2 or 12.2, the Partnership shall not be dissolved and such successor General Partner is hereby authorized to, and shall, continue the business of the Partnership. Subject to Section 12.2, the Partnership shall dissolve, and its affairs shall be wound up, upon:

(a) an Event of Withdrawal of the General Partner as provided in Section 11.1(a) (other than Section 11.1(a)(ii)), unless a successor is elected and such successor is admitted to the Partnership pursuant to this Agreement;

(b) an election to dissolve the Partnership by the General Partner that is approved by a Unit Majority;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Delaware Act; or

(d) at any time there are no Limited Partners, unless the Partnership is continued without dissolution in accordance with the Delaware Act.

Section 12.2 *Continuation of the Business of the Partnership After Dissolution*. Upon (a) an Event of Withdrawal caused by the withdrawal or removal of the General Partner as provided in Section 11.1(a)(i) or (iii) and the failure of the Partners to select a successor to such Departing General Partner pursuant to Section 11.1 or Section 11.2, then within 90 days thereafter, or (b) an event constituting an Event of Withdrawal as defined in Section 11.1(a)(iv), (v) or (vi), then, to the maximum extent permitted by law, within 180 days thereafter, a Unit Majority may elect to continue the business of the Partnership on the same terms and conditions set forth in this Agreement by appointing as a successor General Partner a Person approved by a Unit Majority. Unless such an election is made within the applicable time period as set forth above, the Partnership shall conduct only activities necessary to wind up its affairs. If such an election is so made, then:

(i) the Partnership shall continue without dissolution unless earlier dissolved in accordance with this Article XII;

(ii) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated in the manner provided in Section 11.3; and

(iii) the successor General Partner shall be admitted to the Partnership as General Partner, effective as of the Event of Withdrawal, by agreeing in writing to be bound by this Agreement;

provided, that the right of a Unit Majority to approve a successor General Partner and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel that (x) the exercise of the right would not result in the loss of limited liability under the Delaware Act of any Limited Partner and (y) neither the Partnership nor any Group Member would be treated as an entity taxable as a corporation for U.S. federal income tax purposes upon the exercise of such right to continue (to the extent not already so treated or taxed).

Section 12.3 *Liquidator*. Upon dissolution of the Partnership, unless the business of the Partnership is continued pursuant to Section 12.2, the General Partner shall select one or more Persons to act as Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units, voting as a single class. The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units, voting as a single class. Upon dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by holders of at least a majority of the Outstanding Common Units and Subordinated Units, voting as a single class. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Article XII, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, other than the limitation on sale set forth in Section 7.4) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 12.4 *Liquidation*. The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Delaware Act and the following:

(a) The assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, the Partner receiving the property shall be deemed for purposes of Section 12.4(c) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 12.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VI. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be distributed as additional liquidation proceeds.

(c) All property and all cash in excess of that required to discharge liabilities as provided in Section 12.4(b) shall be distributed to the Partners in accordance with, and to the extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 12.4(c)) for the taxable period of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(g)), and such distribution shall be made by the end of such taxable period (or, if later, within 90 days after said date of such occurrence).

Section 12.5 *Cancellation of Certificate of Limited Partnership*. Upon the completion of the distribution of Partnership cash and property as provided in Section 12.4 in connection with the liquidation of the Partnership, the Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 12.6 *Return of Contributions*. The General Partner shall not be personally liable for, and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate, the return of the Capital Contributions of the Limited Partners or Unitholders, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

Section 12.7 *Waiver of Partition*. To the maximum extent permitted by law, each Partner hereby waives any right to partition of the Partnership property.

Section 12.8 *Capital Account Restoration*. No Limited Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership. The General Partner shall be obligated to restore any negative balance in its Capital

Account upon liquidation of its interest in the Partnership by the end of the taxable period of the Partnership during which such liquidation occurs, or, if later, within 90 days after the date of such liquidation.

ARTICLE XIII

AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE

Section 13.1 *Amendments to be Adopted Solely by the General Partner*. Each Partner agrees that the General Partner, without the approval of any other Partner, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, the location of the principal place of business of the Partnership, the registered agent of the Partnership or the registered office of the Partnership;

(b) admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner determines to be necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or to ensure that the Group Members will not be treated as entities taxable as corporations for U.S. federal income tax purposes;

(d) a change that the General Partner determines (i) does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect, (ii) to be necessary or appropriate to (A) satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act) or (B) facilitate the trading of the Units (including the division of any class or classes of Outstanding Units into different classes to facilitate uniformity of tax consequences within such classes of Units) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are or will be listed for or admitted to trading, (iii) to be necessary or appropriate in connection with action taken by the General Partner pursuant to Section 5.8 or (iv) is required to effect the intent expressed in the Registration Statement or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;

(e) a change in the fiscal year or taxable period of the Partnership and any other changes that the General Partner determines to be necessary or appropriate as a result of a change in the fiscal year or taxable period of the Partnership including, if the General Partner shall so determine, a change in the definition of “Quarter” and the dates on which distributions are to be made by the Partnership;

(f) an amendment that is necessary, in the Opinion of Counsel, to prevent the Partnership, or the General Partner or its directors, officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or “plan asset” regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(g) an amendment that the General Partner determines to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Interests and options, rights, warrants and appreciation rights relating to the Partnership Interests pursuant to Section 5.5;

(h) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone;

(i) an amendment effected, necessitated or contemplated by a Merger Agreement approved in accordance with Section 14.3;

(j) an amendment that the General Partner determines to be necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Partnership of activities permitted by the terms of Section 2.4 or 7.1(a);

(k) a merger or conveyance pursuant to Section 14.3(d); or

(l) any other amendments substantially similar to the foregoing.

Section 13.2 *Amendment Procedures*. Amendments to this Agreement may be proposed only by the General Partner. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve any amendment to this Agreement and may decline to do so in its sole discretion, and, in declining to propose or approve an amendment, to the fullest extent permitted by law shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. An amendment shall be effective upon its approval by the General Partner and, except as otherwise provided by Section 13.1 or 13.3, a Unit Majority, unless a greater or different percentage is required under this Agreement or by Delaware law. Each proposed amendment that requires the approval of the holders of a specified percentage of Outstanding Units shall be set forth in a writing that contains the text of the proposed amendment. If such an amendment is proposed, the General Partner shall seek the written approval of the requisite percentage of

Outstanding Units or call a meeting of the Unitholders to consider and vote on such proposed amendment. The General Partner shall notify all Record Holders upon final adoption of any amendments. The General Partner shall be deemed to have notified all Record Holders as required by this Section 13.2 if it has either (i) filed such amendment with the Commission via its Electronic Data Gathering, Analysis and Retrieval

system (or any successor thereto) and such amendment is publicly available on such system or (ii) made such amendment available on any publicly available website maintained by the Partnership

Section 13.3 *Amendment Requirements.*

(a) Notwithstanding the provisions of Section 13.1 and Section 13.2, no provision of this Agreement (other than Section 11.2 or Section 13.4) that establishes a percentage of Outstanding Units (including Units deemed owned by the General Partner) or requires a vote or approval of Partners (or a subset of Partners) holding a specified Percentage Interest required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of reducing such percentage, unless such amendment is approved by the written consent or the affirmative vote of holders of Outstanding Units whose aggregate Outstanding Units constitute not less than the voting requirement sought to be reduced or the affirmative vote of Partners whose aggregate Percentage Interests constitute not less than the voting requirement sought to be reduced, as applicable.

(b) Notwithstanding the provisions of Section 13.1 and Section 13.2, no amendment to this Agreement may (i) enlarge the obligations of (including requiring any holder of a class of Partnership Interests to make additional Capital Contributions to the Partnership) any Limited Partner without its consent, unless such shall be deemed to have occurred as a result of an amendment approved pursuant to Section 13.3(c), or (ii) enlarge the obligations of, restrict, change or modify in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to, the General Partner or any of its Affiliates without its consent, which consent may be given or withheld at its option.

(c) Except as provided in Section 13.1 or Section 14.3, any amendment that would have a material adverse effect on the rights or preferences of any class of Partnership Interests in relation to other classes of Partnership Interests must be approved by the holders of not less than a majority of the Outstanding Partnership Interests of the class affected. If the General Partner determines an amendment does not satisfy the requirements of Section 13.1(d)(i) because it adversely affects one or more classes of Partnership Interests, as compared to other classes of Partnership Interests, in any material respect, such amendment shall only be required to be approved by the adversely affected class or classes.

(d) Notwithstanding any other provision of this Agreement, except for amendments pursuant to Section 13.1 and except as otherwise provided by Section 14.3(b), no amendments shall become effective without the approval of the holders of at least 90% of the Percentage Interests of all Limited Partners voting as a single class unless the Partnership obtains an Opinion of Counsel to the effect that such amendment will not affect the limited liability of any Limited Partner under applicable partnership law of the state under whose laws the Partnership is organized.

(e) Except as provided in Section 13.1, this Section 13.3 shall only be amended with the approval of Partners (including the General Partner and its Affiliates) holding at least 90% of the Percentage Interests of all Limited Partners.

Section 13.4 *Special Meetings*. All acts of Limited Partners to be taken pursuant to this Agreement shall be taken in the manner provided in this Article XIII. Special meetings of the Limited Partners may be called by the General Partner or by Limited Partners owning 20% or more of the Outstanding Units of the class or classes for which a meeting is proposed. Limited Partners shall call a special meeting by delivering to the General Partner one or more requests in writing stating that the signing Limited Partners wish to call a special meeting and indicating the general or specific purposes for which the special meeting is to be called. Within 60 days after receipt of such a call from Limited Partners or within such greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send a notice of the meeting to the Limited Partners either directly or indirectly through the Transfer Agent. A meeting shall be held at a time and place determined by the General Partner on a date not less than 10 days nor more than 60 days after the time notice of the meeting is given as provided in Section 16.1. Limited Partners shall not vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business.

Section 13.5 *Notice of a Meeting*. Notice of a meeting called pursuant to Section 13.4 shall be given to the Record Holders of the class or classes of Units for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 16.1. The notice shall be deemed to have been given at the time when deposited in the mail or sent by other means of written communication.

Section 13.6 *Record Date*. For purposes of determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners or to give approvals without a meeting as provided in Section 13.11 the General Partner may set a Record Date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed for or admitted to trading or U.S. federal securities laws, in which case the rule, regulation, guideline or requirement of such National Securities Exchange or U.S. federal securities laws shall govern) or (b) in the event that approvals are sought without a meeting, the date by which Limited Partners are requested in writing by the General Partner to give such approvals. If the General Partner does not set a Record Date, then (x) the Record Date for determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners shall be the close of business on the day preceding the day on which notice is given, and (y) the Record Date for determining the Limited Partners entitled to give approvals without a meeting shall be the date the first written approval is deposited with the Partnership in care of the General Partner in accordance with Section 13.11.

Section 13.7 *Adjournment*. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45 days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting.

If the adjournment is for more than 45 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article XIII.

Section 13.8 *Waiver of Notice; Approval of Meeting; Approval of Minutes*. The transaction of business at any meeting of Limited Partners, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting, except when the Limited Partner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and except that attendance at a meeting is not a waiver of any right to disapprove the consideration of matters required to be included in the notice of the meeting, but not so included, if the disapproval is expressly made at the meeting.

Section 13.9 *Quorum and Voting*. The holders of a majority, by Percentage Interest, of Partnership Interests of the class or classes for which a meeting has been called (including Partnership Interests deemed owned by the General Partner) represented in person or by proxy shall constitute a quorum at a meeting of Partners of such class or classes unless any such action by the Partners requires approval by holders of a greater Percentage Interest, in which case the quorum shall be such greater Percentage Interest. At any meeting of the Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Partners holding Partnership Interests that, in the aggregate, represent a majority of the Percentage Interest of those present in person or by proxy at such meeting shall be deemed to constitute the act of all Partners, unless a greater or different percentage is required with respect to such action under the provisions of this Agreement, in which case the act of the Partners holding Partnership Interests that in the aggregate represent at least such greater or different percentage shall be required; *provided, however*, that if, as a matter of law or amendment to this Agreement, approval by plurality vote of Partners (or any class thereof) is required to approve any action, no minimum quorum shall be required. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by Partners holding the required Percentage Interest specified in this Agreement. In the absence of a quorum any meeting of Partners may be adjourned from time to time by the affirmative vote of Partners with at least a majority, by Percentage Interest, of the Partnership Interests entitled to vote at such meeting (including Partnership Interests deemed owned by the General Partner) represented either in person or by proxy, but no other business may be transacted, except as provided in Section 13.7.

Section 13.10 *Conduct of a Meeting*. The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Limited Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 13.4, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership maintained by the General Partner. The General Partner may make such other regulations

consistent with applicable law and this Agreement as it may deem advisable concerning the conduct of any meeting of the Limited Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the submission and examination of proxies and other evidence of the right to vote, and the revocation of approvals in writing.

Section 13.11 *Action Without a Meeting*. If authorized by the General Partner, any action that may be taken at a meeting of the Limited Partners may be taken without a meeting, without a vote and without prior notice, if an approval in writing setting forth the action so taken is signed by Limited Partners owning not less than the minimum percentage, by Percentage Interest, of the Partnership Interests of the class or classes for which a meeting has been called (including Partnership Interests deemed owned by the General Partner), as the case may be, that would be necessary to authorize or take such action at a meeting at which all the Limited Partners entitled to vote at such meeting were present and voted (unless such provision conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed for or admitted to trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern). Prompt notice of the taking of action without a meeting shall be given to the Limited Partners who have not approved such action in writing. The General Partner may specify that any written ballot, if any, submitted to Limited Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 20 days, specified by the General Partner. If a ballot returned to the Partnership does not vote all of the Units held by the Limited Partners, the Partnership shall be deemed to have failed to receive a ballot for the Units that were not voted. If approval of the taking of any action by the Limited Partners is solicited by any Person other than by or on behalf of the General Partner, the written approvals shall have no force and effect unless and until (a) they are deposited with the Partnership in care of the General Partner and (b) an Opinion of Counsel is delivered to the General Partner to the effect that the exercise of such right and the action proposed to be taken with respect to any particular matter (i) will not cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability, and (ii) is otherwise permissible under the state statutes then governing the rights, duties and liabilities of the Partnership and the Partners. Nothing contained in this Section 13.11 shall be deemed to require the General Partner to solicit all Limited Partners in connection with a matter approved by the holders of the requisite percentage of Units acting by written consent without a meeting.

Section 13.12 *Right to Vote and Related Matters*(a). Only those Record Holders of the Outstanding Units on the Record Date set pursuant to Section 13.6 shall be entitled to notice of, and to vote at, a meeting of Limited Partners or to act with respect to matters as to which the holders of the Outstanding Units have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Outstanding Units shall be deemed to be references to the votes or acts of the Record Holders of such Outstanding Units.

(b) With respect to Units that are held for a Person's account by another Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Units are registered, such other Person shall, in exercising the voting rights in respect of such Units on any matter, and unless the arrangement between such

Persons provides otherwise, vote such Units in favor of, and at the direction of, the Person who is the beneficial owner, and the Partnership shall be entitled to assume it is so acting without further inquiry. The provisions of this Section 13.12(b) (as well as all other provisions of this Agreement) are subject to the provisions of Section 4.3.

Section 13.13 *Voting of Incentive Distribution Rights.*

(a) For so long as a majority of the Incentive Distribution Rights are held by the General Partner and its Affiliates, the holders of the Incentive Distribution Rights shall not be entitled to vote such Incentive Distribution Rights on any Partnership matter except as may otherwise be required by law and the holders of the Incentive Distribution Rights, in their capacity as such, shall be deemed to have approved any matter approved by the General Partner.

(b) If less than a majority of the Incentive Distribution Rights are held by the General Partner and its Affiliates, the Incentive Distribution Rights will be entitled to vote on all matters submitted to a vote of Unitholders, other than amendments and other matters that the General Partner determines do not adversely affect the holders of the Incentive Distribution Rights as a whole in any material respect. On any matter in which the holders of Incentive Distribution Rights are entitled to vote, such holders will vote together with the Subordinated Units, prior to the end of the Subordination Period, or together with the Common Units, thereafter, in either case as a single class except as otherwise required by Section 13.3(c), and such Incentive Distribution Rights shall be treated in all respects as Subordinated Units or Common Units, as applicable, when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement. The relative voting power of the Incentive Distribution Rights and the Subordinated Units or Common Units, as applicable, will be set in the same proportion as cumulative cash distributions, if any, in respect of the Incentive Distribution Rights for the four consecutive Quarters prior to the record date for the vote bears to the cumulative cash distributions in respect of such class of Units for such four Quarters.

(c) In connection with any equity financing, or anticipated equity financing, by the Partnership of an Expansion Capital Expenditure, the General Partner may, without the approval of the holders of the Incentive Distribution Rights, temporarily or permanently reduce the amount of Incentive Distributions that would otherwise be distributed to such holders, *provided*, that in the judgment of the General Partner, such reduction will be in the long-term best interest of such holders.

ARTICLE XIV

MERGER OR CONSOLIDATION

Section 14.1 *Authority*. The Partnership may merge or consolidate with or into one or more corporations, limited liability companies, statutory trusts or associations, real estate investment trusts, common law trusts or unincorporated businesses, including a partnership (whether general or limited (including a limited liability partnership)) or convert into any such entity, whether such entity is formed under the laws of the State of Delaware or any other state of

the United States of America, pursuant to a written plan of merger or consolidation ("***Merger Agreement***") in accordance with this Article XIV.

Section 14.2 *Procedure for Merger or Consolidation*(a) . Merger or consolidation of the Partnership pursuant to this Article XIV requires the prior consent of the General Partner, *provided*, *however*, that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to consent to any merger or consolidation of the Partnership and may decline to do so free of any fiduciary duty or obligation whatsoever to the Partnership, any Limited Partner and, in declining to consent to a merger or consolidation, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity.

(b) If the General Partner shall determine to consent to the merger or consolidation, the General Partner shall approve the Merger Agreement, which shall set forth:

(i) the name and jurisdiction of formation or organization of each of the business entities proposing to merge or consolidate;

(ii) the name and jurisdiction of formation or organization of the business entity that is to survive the proposed merger or consolidation (the "***Surviving Business Entity***");

(iii) the terms and conditions of the proposed merger or consolidation;

(iv) the manner and basis of exchanging or converting the equity interests of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity; and (i) if any interests, securities or rights of any constituent business entity are not to be exchanged or converted solely for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity, then the cash, property or interests, rights, securities or obligations of any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity) which the holders of such interests, securities or rights are to receive in exchange for, or upon conversion of their interests, securities or rights, and (ii) in the case of equity interests represented by certificates, upon the surrender of such certificates, which cash, property or interests, rights, securities or obligations of the Surviving Business Entity or any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(v) a statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership, certificate of formation or limited liability company agreement or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(vi) the effective time of the merger, which may be the date of the filing of the certificate of merger pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Merger Agreement (*provided*, that if the effective time of the merger is to be later than the date of the filing of such certificate of merger, the effective time shall be fixed at a date or time certain and stated in the certificate of merger); and

(vii) such other provisions with respect to the proposed merger or consolidation that the General Partner determines to be necessary or appropriate.

Section 14.3 *Approval by Limited Partners*.

(a) Except as provided in Section 14.3(d), the General Partner, upon its approval of the Merger Agreement shall direct that the Merger Agreement and the merger or consolidation contemplated thereby, as applicable, be submitted to a vote of Limited Partners, whether at a special meeting or by written consent, in either case in accordance with the requirements of Article XIII. A copy or a summary of the Merger Agreement, as the case may be, shall be included in or enclosed with the notice of a special meeting or the written consent.

(b) Except as provided in Sections 14.3(d) and 14.3(e), the Merger Agreement shall be approved upon receiving the affirmative vote or consent of the holders of a Unit Majority unless the Merger Agreement contains any provision that, if contained in an amendment to this Agreement, the provisions of this Agreement or the Delaware Act would require for its approval the vote or consent of a greater percentage of the Outstanding Units or of any class of Limited Partners, in which case such greater percentage vote or consent shall be required for approval of the Merger Agreement.

(c) Except as provided in Sections 14.3(d) and 14.3(e), after such approval by vote or consent of the Limited Partners, and at any time prior to the filing of the certificate of merger pursuant to Section 14.4, the merger or consolidation may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement.

(d) Notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to convert the Partnership or any Group Member into a new limited liability entity, to merge the Partnership or any Group Member into, or convey all of the Partnership's assets to, another limited liability entity that shall be newly formed and shall have no assets, liabilities or operations at the time of such merger or conveyance other than those it receives from the Partnership or other Group Member if (i) the General Partner has received an Opinion of Counsel that the merger or conveyance, as the case may be, would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause the Partnership or any Group Member to be treated as an entity taxable as a corporation for U.S. federal income tax purposes (to the extent not already treated as such), (ii) the sole purpose of such merger, or conveyance is to effect a mere change in the legal form of the Partnership into another limited liability entity and (iii) the governing instruments of the new entity provide the Limited Partners and the General Partner with substantially the same rights and obligations as are herein contained.

(e) Additionally, notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Limited Partner approval, to merge or consolidate the Partnership with or into another entity if (A) the General Partner has received an Opinion of Counsel that the merger or consolidation, as the case may be, would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause the Partnership or any Group Member to be treated as an entity taxable as a corporation for U.S. federal income tax purposes (to the extent not already treated as such), (B) the merger or consolidation would not result in an amendment to this Agreement, other than any amendments that could be adopted pursuant to Section 13.1, (C) the Partnership is the Surviving Business Entity in such merger or consolidation, (D) each Partnership Interest outstanding immediately prior to the effective date of the merger or consolidation is to be an identical Partnership Interest of the Partnership after the effective date of the merger or consolidation, and (E) the number of Partnership Interests to be issued by the Partnership in such merger or consolidation does not exceed 20% of the Partnership Interests (other than Incentive Distribution Rights) Outstanding immediately prior to the effective date of such merger or consolidation.

(f) Pursuant to Section 17-211(g) of the Delaware Act, an agreement of merger or consolidation approved in accordance with this Article XIV may (a) effect any amendment to this Agreement or (b) effect the adoption of a new partnership agreement for the Partnership if it is the Surviving Business Entity. Any such amendment or adoption made pursuant to this Section 14.3 shall be effective at the effective time or date of the merger or consolidation.

Section 14.4 *Certificate of Merger*. Upon the required approval by the General Partner and the Unitholders of a Merger Agreement, a certificate of merger shall be executed and filed with the Secretary of State of the State of Delaware in conformity with the requirements of the Delaware Act.

Section 14.5 *Effect of Merger or Consolidation*.

(a) At the effective time of the certificate of merger:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity and after the merger or consolidation shall be the property of the Surviving Business Entity to the extent they were of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

ARTICLE XV

RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS

Section 15.1 *Right to Acquire Limited Partner Interests*.

(a) Notwithstanding any other provision of this Agreement, if at any time the General Partner and its Affiliates hold more than 80% of the total Limited Partner Interests of any class then Outstanding, the General Partner shall then have the right, which right it may assign and transfer in whole or in part to the Partnership or any Affiliate of the General Partner, exercisable in its sole discretion, to purchase all, but not less than all, of such Limited Partner Interests of such class then Outstanding held by Persons other than the General Partner and its Affiliates, at the greater of (x) the Current Market Price as of the date three days prior to the date that the notice described in Section 15.1(b) is mailed and (y) the highest price paid by the General Partner or any of its Affiliates for any such Limited Partner Interest of such class purchased during the 90-day period preceding the date that the notice described in Section 15.1(b) is mailed.

(b) If the General Partner, any Affiliate of the General Partner or the Partnership elects to exercise the right to purchase Limited Partner Interests granted pursuant to Section 15.1(a), the General Partner shall deliver to the Transfer Agent notice of such election to purchase (the "***Notice of Election to Purchase***") and shall cause the Transfer Agent to mail a copy of such Notice of Election to Purchase to the Record Holders of Limited Partner Interests of such class (as of a Record Date selected by the General Partner) at least 10, but not more than 60, days prior to the Purchase Date. Such Notice of Election to Purchase shall also be filed and distributed as may be required by the Commission or any National Securities Exchange on which such Limited Partners Interests are listed. The Notice of Election to Purchase shall specify the Purchase Date and the price (determined in accordance with Section 15.1(a)) at which Limited Partner Interests will be purchased and state that the General Partner, its Affiliate or the Partnership, as the case may be, elects to purchase such Limited Partner Interests, upon surrender of Certificates representing such Limited Partner Interests in the case of Limited Partner Interests evidenced by Certificates, in exchange for payment, at such office or offices of the Transfer Agent as the Transfer Agent may specify, or as may be required by any National Securities Exchange on which such Limited Partner Interests are listed for or admitted to trading. Any such Notice of Election to Purchase mailed to a Record Holder of Limited Partner Interests at his address as reflected in the records of the Transfer Agent shall be conclusively presumed to have been given regardless of whether the owner receives such notice. On or prior to the Purchase Date, the General Partner, its Affiliate or the Partnership, as the case may be, shall deposit with the Transfer Agent cash in an amount sufficient to pay the aggregate purchase price of all of such Limited Partner Interests to be purchased in accordance with this Section 15.1. If the Notice of Election to Purchase shall have been duly given as aforesaid at least 10 days prior to the Purchase Date, and if on or prior to the Purchase Date the deposit described in the preceding sentence has been made for the benefit of the holders of Limited Partner Interests subject to

purchase as provided herein, then from and after the Purchase Date, notwithstanding that any Certificate shall not have been surrendered for purchase, all rights of the holders of such Limited Partner Interests shall thereupon cease, except the right to receive the purchase price (determined in accordance with Section 15.1(a)) for Limited Partner Interests therefor, without interest, upon surrender to the Transfer Agent of the Certificates representing such Limited Partner Interests in the case of Limited Partner Interests evidenced by Certificates, and such Limited Partner Interests shall thereupon be deemed to be transferred to the General Partner, its Affiliate or the Partnership, as the case may be, on the record books of the Transfer Agent and the Partnership, and the General Partner or any Affiliate of the General Partner, or the Partnership, as the case may be, shall be deemed to be the owner of all such Limited Partner Interests from and after the Purchase Date and shall have all rights as the owner of such Limited Partner Interests.

(c) In the case of Limited Partner Interests evidenced by Certificates, at any time from and after the Purchase Date, a holder of an Outstanding Limited Partner Interest subject to purchase as provided in this Section 15.1 may surrender his Certificate evidencing such Limited Partner Interest to the Transfer Agent in exchange for payment of the amount described in Section 15.1(a), therefor, without interest thereon.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1 *Addresses and Notices; Written Communications*.

(a) Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Partner at the address described below. Any notice, payment or report to be given or made to a Partner hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Partnership Interests at his address as shown on the records of the Transfer Agent or as otherwise shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in such Partnership Interests by reason of any assignment or otherwise. Notwithstanding the foregoing, if (i) a Partner shall consent to receiving notices, demands, requests, reports or proxy materials via electronic mail or by the Internet or (ii) the rules of the Commission shall permit any report or proxy materials to be delivered electronically or made available via the Internet, any such notice, demand, request, report or proxy materials shall be deemed given or made when delivered or made available via such mode of delivery. An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 16.1 executed by the General Partner, the Transfer Agent or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report given or made in accordance with the provisions of this Section 16.1 is returned marked to indicate that such notice, payment or report was unable to be delivered, such notice, payment or report and, in the case of notices, payments or reports returned by the United States Postal Service (or other physical mail delivery mail service outside the United States of America), any subsequent notices, payments and reports

shall be deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Partnership of a change in his address) or other delivery if they are available for the Partner at the principal office of the Partnership for a period of one year from the date of the giving or making of such notice, payment or report to the other Partners. Any notice to the Partnership shall be deemed given

if received by the General Partner at the principal office of the Partnership designated pursuant to Section 2.3. The General Partner may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by it to be genuine.

(b) The terms "in writing", "written communications," "written notice" and words of similar import shall be deemed satisfied under this Agreement by use of e-mail and other forms of electronic communication.

Section 16.2 *Further Action*. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 16.3 *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 16.4 *Integration*. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 16.5 *Creditors*. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 16.6 *Waiver*. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 16.7 *Third-Party Beneficiaries*. Each Partner agrees that (a) any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee and (b) any Unrestricted Person shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Unrestricted Person.

Section 16.8 *Counterparts*. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Limited Partner Interest, pursuant to Section 10.1(a) without execution hereof.

Section 16.9 *Applicable Law; Forum, Venue and Jurisdiction*.

(a) This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

(b) Each of the Partners and each Person holding any beneficial interest in the Partnership (whether through a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing or otherwise):

(i) irrevocably agrees that any claims, suits, actions or proceedings (A) arising out of or relating in any way to this Agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of this Agreement or the duties, obligations or liabilities among Partners or of Partners to the Partnership, or the rights or powers of, or restrictions on, the Partners or the Partnership), (B) brought in a derivative manner on behalf of the Partnership, (C) asserting a claim of breach of a fiduciary duty owed by any director, officer, or other employee of the Partnership or the General Partner, or owed by the General Partner, to the Partnership or the Partners, (D) asserting a claim arising pursuant to any provision of the Delaware Act or (E) asserting a claim governed by the internal affairs doctrine shall be exclusively brought in the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction) 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;

(ii) irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction) in connection with any such claim, suit, action or proceeding;

(iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) 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, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper;

(iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; and

(v) 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 (v) hereof shall affect or limit any right to serve process in any other manner permitted by law.

Section 16.10 *Invalidity of Provisions*. If any provision or part of a provision of this Agreement is or becomes for any reason, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and part thereof contained herein shall not be affected

thereby and this Agreement shall, to the fullest extent permitted by law, be reformed and construed as if such invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

Section 16.11 *Consent of Partners*. Each Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of the Partners and each Partner shall be bound by the results of such action.

Section 16.12 *Facsimile Signatures*. The use of facsimile signatures affixed in the name and on behalf of the transfer agent and registrar of the Partnership on Certificates representing Units is expressly permitted by this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.**]**

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

GENERAL PARTNER:

LEHIGH GAS GP LLC

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

ORGANIZATIONAL LIMITED PARTNER:

LEHIGH GAS CORPORATION

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

EXHIBIT A
to the First Amended and Restated
Agreement of Limited Partnership of
Lehigh Gas Partners LP

Certificate Evidencing Common Units
Representing Limited Partner Interests in
Lehigh Gas Partners LP

No. Common Units

In accordance with Section 4.1 of the First Amended and Restated Agreement of Limited Partnership of Lehigh Gas Partners LP, as amended, supplemented or restated from time to time (the "***Partnership Agreement***"), Lehigh Gas Partners LP, a Delaware limited partnership (the "***Partnership***"), hereby certifies that (the "***Holder***") is the registered owner of Common Units representing limited partner interests in the Partnership (the "***Common Units***") transferable on the books of the Partnership, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. The rights, preferences and limitations of the Common Units are set forth in, and this Certificate and the Common Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Partnership Agreement. Copies of the Partnership Agreement are on file at, and will be furnished without charge on delivery of written request to the Partnership at, the principal office of the Partnership located 211 North Broadway, Suite 2600, Saint Louis, MO 63102. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement.

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF LEHIGH GAS PARTNERS LP THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF LEHIGH GAS PARTNERS LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE LEHIGH GAS PARTNERS LP TO BE TREATED AS AN ENTITY TAXABLE AS A CORPORATION FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). LEHIGH GAS GP LLC, THE GENERAL PARTNER OF LEHIGH GAS PARTNERS LP, MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN

OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF LEHIGH GAS PARTNERS LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES. THIS SECURITY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS ON ITS TRANSFER PROVIDED IN THE PARTNERSHIP AGREEMENT. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS SECURITY TO THE SECRETARY OF THE GENERAL PARTNER AT THE PRINCIPAL

EXECUTIVE OFFICES OF THE PARTNERSHIP. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED FOR OR ADMITTED TO TRADING.

The Holder, by accepting this Certificate, (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred to such person when any such transfer or admission is reflected on the books and records of the Partnership and such Limited Partner becomes the Record Holder of the Limited Partner Interests so transferred, (ii) shall become bound by the terms of the Partnership Agreement, (iii) represents that the transferee has the capacity, power and authority to enter into the Partnership Agreement and (iv) makes the consents, acknowledgements and waivers contained in the Partnership Agreement, with or without the execution of the Partnership Agreement by the Holder.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent and Registrar.

Dated: _____ Lehigh Gas Partners LP

Countersigned and Registered by: By: Lehigh Gas GP LLC

American Stock Transfer and Trust Company, N.A., By: _____

As Transfer Agent and Registrar Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Reverse of Certificate**]**

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as follows according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANSFERS MIN ACT
Custodian
(Cust) (Minor)
Under Uniform Gifts/Transfers to CD Minors Act
(State)

Additional abbreviations, though not in the above list, may also be used.

ASSIGNMENT OF COMMON UNITS OF LEHIGH GAS PARTNERS LP

FOR VALUE RECEIVED, hereby assigns, conveys, sells and transfers unto

_____ _____
(Please print or typewrite name and address of assignee) (Please insert Social Security or other identifying number of assignee)

Common Units representing limited partner interests evidenced by this Certificate, subject to the Partnership Agreement, and does hereby irrevocably constitute and appoint as its attorney-in-fact with full power of substitution to transfer the same on the books of Lehigh Gas Partners LP

Date: _____

NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular. without alteration, enlargement or change.

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

(Signature)

(Signature)

EXHIBIT B
to the First Amended and Restated
Agreement of Limited Partnership of
Lehigh Gas Partners LP

Sponsor Entity Contributors

1. Energy Realty OP LP, a Delaware limited partnership
2. Lehigh Kimber Realty, LLC, a Delaware limited liability company
3. EROP-Ohio Holdings, LLC, a Delaware limited liability company
4. Kwik Pik Realty-Ohio Holdings LLC, a Delaware limited liability company
5. Lehigh Gas Corporation, a Delaware corporation
6. Kimber Petroleum Corporation, a New Jersey corporation
7. Kwik Pik - Ohio, LLC, a Delaware limited liability company

EXHIBIT C
to the First Amended and Restated
Agreement of Limited Partnership of
Lehigh Gas Partners LP

Procedure for Distributing an Amount Equal to Underwriter's Additional Cash Contribution, if applicable, to each Sponsor Entity Contributor

NOTE: The attached assumes exercise of the maximum overallotment of the Underwriter's Option and associated Underwriters' Additional Cash Contribution and the attached will be modified if the Underwriter exercises less than such maximum overallotment to account for such reduced amount of overallotment, but using the same percentage of overallotment to each entity shown on the attached.

[See attached schedule]

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of October 30, 2012

among

LEHIGH GAS PARTNERS LP,
as the Borrower,

KEYBANK NATIONAL ASSOCIATION
as Administrative Agent for the Lenders, as Collateral Agent,
as L/C Issuer, as Joint Lead Arranger and as Joint Book Runner

RBS CITIZENS, N.A.
as Joint Lead Arranger and as Joint Book Runner

CITIZENS BANK OF PENNSYLVANIA,
as Syndication Agent

SOVEREIGN BANK
and
WELLS FARGO BANK, NATIONAL ASSOCIATION
as Co-Documentation Agents

and

The Other Lenders Party Hereto

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This SECOND AMENDED AND RESTATED CREDIT AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement") entered into as of October 30, 2012, is by and among LEHIGH GAS PARTNERS LP, a Delaware limited partnership ("Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and individually, each a "Lender"), KEYBANK NATIONAL ASSOCIATION ("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, N.A., as Joint Lead Arranger and Joint Book Runner, and CITIZENS BANK OF PENNSYLVANIA, as Syndication Agent.

PRELIMINARY STATEMENTS:

Lehigh, EROP, Lehigh Kimber, Lehigh Ohio, Kimber Realty, EROP Ohio (as defined below) and KeyBank, inter alia, are parties to the Previous Credit Agreement (as defined below).

The parties hereto have agreed to amend and restate the Previous Credit Agreement in its entirety as set forth in this Agreement.

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto amend and restate the Previous Credit Agreement in its entirety as follows:

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms.

As used in this Agreement, the following terms shall have the meanings set forth below:

"Administrative Agent" means KeyBank in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in substantially the form of Exhibit D-2 or any other form approved by the Administrative Agent.

"Affiliate" means, with respect to any 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.

"Aggregate Commitments" means the Commitments of all the Lenders.

"Agreement" means this Credit Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Applicable Percentage" means, with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Facility represented by such Lender's Commitment at such time, in all cases, subject to adjustment as provided in Section 2.17. If the commitment of each Lender to make Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 2.05 or 8.02, or if the Commitments have expired, then the Applicable Percentage of each Lender in respect of the Facility shall be determined based on the Applicable Percentage of such Lender in respect of the Facility most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 and thereafter, in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Applicable Rate" means (A) from the Closing Date to the first Business Day immediately following the date a Compliance Certificate is required to be delivered pursuant to Section 6.02(b) for the first fiscal quarter ending after the Closing Date, 2.75% for Eurodollar Rate Loans, 1.75% for Base Rate Loans, and 0.50% in respect of the Facility Commitment fee described in Section 2.08(a) hereof, and (B) thereafter, the applicable percentage per annum set forth below determined by reference to the Combined Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(b).

Tier	Combined Leverage Ratio	Applicable	Applicable	Applicable

		Rate for Eurodollar Rate Loans	Rate for Base Rate Loans	Commitment Fee Rate
I	<1.50x	2.25%	1.25%	0.375%
II	≥ 1.50x < 2.50x	2.50%	1.50%	0.50%
III	≥ 2.50x < 3.50x	2.75%	1.75%	0.50%
IV	≥ 3.50x < 4.00x	3.00%	2.00%	0.50%
V	≥ 4.00x	3.50%	2.50%	0.50%

Any increase or decrease in the Applicable Rate resulting from a change in the Combined Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is required to be delivered pursuant to Section 6.02(b); provided, however, that if a Compliance Certificate is not delivered within five (5) Business Days of when due in accordance with such Section 6.02(b), then, upon the request of the Required Lenders, Tier V shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and in each case shall remain in effect until the date on which such Compliance Certificate is delivered and demonstrates the applicability of another Tier.

Notwithstanding anything to the contrary contained in this definition, the determination of the Applicable Rate for any period shall be subject to the provisions of Section 2.09(b).

"Appropriate Lender" means, at any time, (a) with respect to the Facility, a Lender that has a Commitment with respect to the Facility or holds a Loan at such time, and (b) with respect to the Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.03(a), the Lenders.

"Approved Fund" means any Fund that is administered or managed 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.

"Arranger" means each of KeyBank and RBS, in their capacity as joint lead arrangers and joint book runners.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another and/ or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means 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 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit D-1 or any other form approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease and (c) all Synthetic Debt of such Person.

"Audited Financial Statements" means, (i) as of the Closing Date, the audited combined balance sheet of the Predecessor for the fiscal year ended December 31, 2011, and the related combined statements of operations, owners' equity/deficit and cash flows for such fiscal year of each member of the Predecessor, including the notes thereto, and (ii) for the fiscal year ending December 31, 2012 and each fiscal year thereafter, the audited combined balance sheet of the Combined Group as at the end of such fiscal year, and the related consolidated statements of operations, changes in partners' capital, and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP; it being agreed, however, that there shall be no comparative form for the previous fiscal year for the Combined Group prior to the financial statements delivered for the fiscal year ending December 31, 2014, and that prior thereto, the comparative form shall be to the Predecessor with pro forma adjustments.

"Availability Period" means the period from and including the Closing Date to the earliest of (i) the Maturity Date, (ii) the date of termination of the Commitments pursuant to Section 2.05, and (iii) the date of termination of the commitment of each Lender to make Loans and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the Eurodollar Rate for an Interest Period of one month determined at approximately 11:00 a.m. (London time) on such day plus 1.00% and (c) the rate of interest in effect for such day as publicly announced from time to time by KeyBank as its "prime rate." The "prime rate" is a rate set by KeyBank based upon various factors including KeyBank's costs and desired return, general economic conditions and other

factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by KeyBank shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Rate Loan" means a Revolving Credit Loan that bears interest based on the Base Rate.

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means a borrowing consisting of simultaneous Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office is located and, if such day relates to any Eurodollar Rate Loan, means any such day on which dealings in Dollar deposits are conducted by and between banks in the London interbank Eurodollar market. Except as expressly provided otherwise in this Agreement, if any action is required to be performed, or if any notice, consent or other communication is given, on a day that is not a Business Day in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first Business Day following such day.

"Capital Expenditures" means, with respect to any Person for any period, any expenditure in respect of the purchase or other acquisition of any fixed or capital asset (excluding normal replacements and maintenance which are properly charged to current operations).

"Capitalized Leases" means (a) all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases (including, without limitation, the Getty MA/ME/NH Lease) and (b) all financing obligations with respect to sale and leaseback transactions permitted under Section 7.02(f).

"Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Administrative Agent, L/C Issuer or Swingline Lender (as applicable) and the Lenders, as collateral for L/C 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 L/C Issuer or Swingline Lender benefitting from such collateral shall agree in its sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to (a) the Administrative Agent and (b) the L/C Issuer or the Swingline Lender (as applicable). "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" means any of the following types of Investments, to the extent owned by the Borrower or any of its Subsidiaries free and clear of all Liens (other than Liens created under the Collateral Documents and other Liens permitted hereunder):

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least $1,000,000,000, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof; and

(d) Investments, classified in accordance with GAAP as current assets of the Borrower or any of its Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition.

"Cash Management Agreement" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

"Cash Management Bank" means any Person that, at the time it enters into a Cash Management Agreement, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Cash Management Agreement.

"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" means the occurrence, after the date of this Agreement, 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 or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive

(whether or not having the force of law) by any Governmental Authority ; provided, however, that "Change in Law" shall include, regardless of the date enacted, adopted or issued, all requests, guidelines, requirements or directives (i) under or relating to the Dodd-Frank Wall Street Reform and Consumer Protection Act, or (ii) promulgated pursuant to Basel III by the Bank of International Settlements, the Basel Committee on Banking Supervision (or any similar authority) or any other Governmental Authority.

"Change of Control" means an event or series of events by which:

(a) J. Topper and the other Topper Owners shall cease to own and control legally and beneficially (free and clear of all Liens), either directly or indirectly, Equity Interests in the Borrower representing 40% of all Equity Interests on a fully-diluted basis; or

(b) Lehigh Gas GP LLC shall cease to be the general partner of the Borrower; or

(c) J. Topper and the other Topper Owners shall cease to own and control legally and beneficially (free and clear of all Liens), either directly or indirectly, Equity Interests in Lehigh Gas GP LLC representing 87% of the combined voting power of all Equity Interests entitled to vote for members of the board of directors or equivalent governing body of Lehigh Gas GP LLC on a fully-diluted basis; or.

(d) any Loan Party shall cease to, in the aggregate, own and control legally and beneficially (free and clear of all Liens (other than in favor of the Collateral Agent)), either directly or together with another Loan Party, 100% of the combined voting power of all Equity Interests entitled to vote for members of the board of directors or equivalent governing body of any Guarantor on a fully-diluted basis; or

(e) during any period of 12 consecutive months (or such shorter period beginning on the date of this Agreement), a majority of the members of the board of directors or other equivalent governing body of Lehigh Gas GP LLC ceases to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body (excluding, in the case of both clause (ii) and clause (iii), any individual whose initial nomination for, or assumption of office as, a member of that board or equivalent governing body occurs as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more directors by any person or group other than a solicitation for the election of one or more directors by or on behalf of the board of directors).

"Citizens" means Citizens Bank of Pennsylvania.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means all of the "Collateral", "Pledged Collateral" and "Mortgaged Property" referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Secured Parties.

"Collateral Agent" means KeyBank in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent.

"Collateral Documents" means, collectively, the Security Agreement, the Pledge Agreement, the Mortgages, the Control Agreements, each of the mortgages, collateral assignments, Security Agreement Supplements, security agreements, pledge agreements or other similar agreements delivered to the Administrative Agent pursuant to Section 6.12, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties, whether now existing or hereafter entered into.

"Combined EBITDA" means, at any date of determination, an amount equal to Combined Net Income of the Combined Group for the most recently completed Measurement Period plus, (a) without duplication, the following to the extent deducted in calculating such Combined Net Income: (i) Combined Interest Charges; (ii) the provision for Federal, state, local and foreign income taxes payable; (iii) depreciation and amortization expense, including, without limitation, impairments and charges incurred in accordance with FAS 142, all as determined for the Loan Parties on a consolidated basis in accordance with GAAP; (iv) transaction fees and expenses incurred in connection with negotiation, execution, and delivery of this Agreement in an aggregate amount not to exceed $5,000,000 throughout the term of the Facility; (v) non-cash charges resulting from a mark-to-market event with respect to Hedge Contracts, (vi) losses from the sale of assets, (vii) other expenses reducing such Combined Net Income which do not represent a cash item in such period or any future period (in each case of or by the Combined Group for such Measurement Period), including without limitation the amount of any non-cash deduction to Combined Net Income as the result of any grant to any members of the management of such Person of any Equity Interests or any pre-closing accruals and adjustments pertaining to Equity Interests, (viii) extraordinary expenses incurred in connection with the public offering of interests in the Borrower in an aggregate amount not to exceed $6,000,000 throughout the term of the Facility and 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, in each case with respect to amounts referred to in this clause (viii), if and to the extent such amounts are approved by the Administrative Agent in its sole discretion, (ix) fees and expenses incurred in connection with any Permitted Minor Acquisition or Permitted Acquisition, regardless of whether such acquisition closes; provided that the amount of such fees and expenses shall not exceed 6.0% of the total consideration paid (or proposed to be paid) for such acquisition, and (x)

the net income plus interest, tax, depreciation and amortization expenses from operations at properties covered by the Getty MA/ME/NH Lease and any other Capital Lease approved by the Administrative Agent in its sole discretion on a Pro Forma Basis, minus (b) the following to the extent included in calculating such Combined Net Income: (i) Federal, state, local and foreign income tax credits; (ii) gains from the sale of assets, and (iii) all non-cash items increasing Combined Net Income (in each case of or by the Combined Group for such Measurement Period); provided, however, that for purposes of determining (A) compliance with the conditions precedent set forth in Section 4.01(a)(xiv) as of the Closing Date, Combined EBITDA shall equal $44,600,000, and (B) compliance with the financial covenants set forth in Section 7.11, (w) Combined EBITDA for the fiscal quarter ended December 31, 2012 shall equal $3,841,000 plus actual Combined EBITDA for the period beginning on the Closing Date through December 31, 2012, (x) Combined EBITDA for the fiscal quarter ended March 31, 2012 shall equal $10,600,000, (y) Combined EBITDA for the fiscal quarter ended June 30, 2012 shall equal $11,300,000, (z) Combined EBITDA for the fiscal quarter ended September 30, 2012 shall equal $11,300,000; provided, further, that, all calculations of Combined EBITDA for use in determining the Combined Leverage Ratio shall be adjusted on a Pro Forma Basis to account for (x) any Permitted Acquisition, Permitted Minor Acquisition and/or Disposition permitted hereunder then being consummated, if applicable, as well as any other Permitted Acquisition, Permitted Minor

Acquisition or Disposition permitted hereunder consummated, and (y) any Capitalized Lease permitted hereunder commencing, on or after the first day of any related calculation period or Measurement Period, as applicable (as if consummated on the first day of such applicable calculation period or Measurement Period).

"Combined EBITDAR" means Combined EBITDA for the most recently completed Measurement Period plus the aggregate pro forma or actual, as applicable, monthly rent expense included in the statement of operations for the most recently completed Measurement Period with respect to (x) Capitalized Leases arising from Dispositions of real property through one or more sale leaseback transactions permitted under Section 7.02(f), (y) the Getty MA/ME/NH Lease, and (z) any other future lease transactions similar in nature, as determined by the Administrative Agent in its sole discretion; provided, however, that for purposes of determining (A) compliance with the conditions precedent set forth in Section 4.01(a)(xiv) as of the Closing Date, rent shall equal $4,005,240 and (B) compliance with the financial covenants set forth in Section 7.11, rent shall equal $1,001,310 for the each of the fiscal quarters ended March 31, 2012, June 30, 2012, September 30, 2012 and December 31, 2012 respectively.

"Combined Funded Indebtedness" means, as of any date of determination, for the Combined Group, the sum of (a) the outstanding principal amount of all obligations, whether current or long-term, for borrowed money (including Obligations hereunder) and all obligations evidenced by bonds (excluding surety, motor fuel or similar types of bonds), debentures, notes, loan agreements or other similar instruments (which for clarification purposes, shall not include amounts owing in respect of any Hedge Contracts), (b) all purchase money Indebtedness, (c) all direct obligations arising under letters of credit (excluding standby letters of credit), bankers' acceptances and bank guaranties, (d) all obligations in respect of the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business), (e) all Attributable Indebtedness, (f) without duplication, all Guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (e) above of Persons other than any member of the Combined Group, and (g) without duplication, all Indebtedness of the types

referred to in clauses (a) through (f) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which any member of the Combined Group is a general partner or joint venturer, unless such Indebtedness is expressly made nonrecourse to such Person; less (y) an amount, not to exceed $5,000,000 in any event, equal to the amount of cash on the combined balance sheet of the Combined Group most recently delivered pursuant to Section 6.01(a) or (b) and (z) an amount equal to the amount of cash deposited with a qualified intermediary as part of a Permitted Like-Kind Exchange. Notwithstanding the foregoing, "Combined Funded Indebtedness" shall not include (1) Indebtedness in respect of Capitalized Leases relating to and arising from Dispositions of real property through one or more sale and leaseback transactions permitted under Section 7.02(f), (2) Indebtedness in respect of the Getty MA/ME/NH Lease, or (3) Indebtedness in respect of any financing obligations in connection with the put options referenced in clause (j) of the definition of Indebtedness.

"Combined Group" means, collectively, the Borrower and its consolidated Subsidiaries.

"Combined Interest Charge Coverage Ratio" means, at any date of determination, the ratio of (a) Combined EBITDAR to (b) the sum of (i) the Combined Interest Charges to the extent paid in cash (excluding any fees and debt discounts included in clause (a) of the definition of Combined Interest Charges), of or by the Combined Group for the most recently completed Measurement Period, plus, (ii) for the avoidance of doubt, without duplication of the items in clause (i) above, the aggregate pro forma or actual, as applicable, monthly rent payments for the most recently completed Measurement Period with respect to the Getty MA/ME/NH Lease and any other future lease transactions similar in nature, as determined by the Administrative Agent in its sole discretion and, (iii) for the avoidance of doubt, without duplication of the items in clause (i) above, the aggregate pro forma or actual, as applicable, monthly payments with respect to Capitalized Leases arising from Dispositions of real property through one or more sale leaseback transactions permitted under Section 7.02(f).

"Combined Interest Charges" means, for any Measurement Period, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses in connection with borrowed money (including capitalized interest and all net amounts paid under any Hedge Contract (other than any termination value)) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, (b) all interest paid or payable with respect to discontinued operations and (c) rent expense as set forth in the statement of operations for the Getty MA/ME/NH Lease and any other future lease transactions similar in nature, as determined by the Administrative Agent in its sole discretion, for the most recently completed Measurement Period.

"Combined Leverage Ratio" means, as of any date of determination, the ratio of (a) Combined Funded Indebtedness plus six times the aggregate pro forma or actual, as applicable, monthly payments for the most recently completed Measurement Period with respect to (x) the Getty MA/ME/NH Lease, (y) Capitalized Leases arising from Dispositions of real property through one or more sale leaseback transactions permitted under Section 7.02(f) and (z) other Capitalized Leases allowed hereunder, in each case, which payments for avoidance of doubt shall include the portion of the rent expense under such Capitalized Leases that is treated as

interest in accordance with GAAP and is included within the definition of Combined Interest Charges as of such date to (b) Combined EBITDAR.

"Combined Net Income" means, at any date of determination, the net income (or loss) of the Combined Group for the most recently completed Measurement Period; provided that Combined Net Income shall exclude (a) extraordinary gains and extraordinary losses for such Measurement Period, (b) the net income of any Subsidiary during such Measurement Period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such income is not permitted by operation of the terms of its Organization Documents or any agreement, instrument or Law applicable to such Subsidiary during such Measurement Period, except that the applicable Loan Party's equity in any net loss of any such Subsidiary for such Measurement Period shall be included in determining Combined Net Income, and (c) any income (or loss) for such Measurement Period of any Person if such Person is not a Subsidiary, except that the applicable Loan Party's equity in the net income of any such Person for such Measurement Period shall be included in Combined Net Income up to the aggregate amount of cash actually distributed by such Person during such Measurement Period to a Loan Party as a dividend or other distribution (and in the case of a dividend or other distribution to a Subsidiary, such Subsidiary is not precluded from further distributing such amount to a Loan Party as described in clause (b) of this definition).

"Commitment" and "Commitments" means, as to each Lender, its obligation to (a) make Loans to the Borrower pursuant to Section 2.01, and (b) purchase participations in L/C Obligations and Swingline Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Committed Loan Notice" means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Eurodollar Rate Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

"Compliance Certificate" means a certificate substantially in the form of Exhibit C.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Contribution Agreement" means that certain Merger, Contribution, Conveyance and Assumption Agreement dated as of October 30, 2012 among, inter alia, Borrower and Lehigh.

"Control" means 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.

"Control Agreement" means an agreement in form and substance satisfactory to the Collateral Agent which provides the Collateral Agent "control" under the UCC with respect to investment property or deposit accounts.

"Credit Extension" means each of the following: (a) a Borrowing; and (b) an L/C Credit Extension.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, 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 and affecting the rights of creditors generally.

"Default" means any event or condition that would constitute an Event of Default, whether or not any requirement for the giving of any notice, the passage of time, or both, has been satisfied.

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate for Loans that bear interest based on the Eurodollar Rate plus 2% per annum.

"Defaulting Lender" means, subject to Section 2.17(b), any Lender that, as determined by the Administrative Agent, (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans, or participations in respect of L/C Obligations or Swingline Loans, within three (3) Business Days of the date required to be funded by it hereunder unless such Lender has notified the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's good faith 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, (b) has notified the Borrower or the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit unless such notice or public statement relates to such Lender's funding obligations hereunder and states that such position is based on such Lender's good faith 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 notice or public statement) has not been satisfied, (c) has failed, within three (3) Business Days after request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations unless such Lender has notified the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's good faith 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 (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a

receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; 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. Nothing in this definition shall affect Borrower's right to sue and recover against any Lender that breaches its obligations under this Agreement or any other Loan Document.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Dollar" and "$" mean lawful money of the United States.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of any political subdivision of the United States.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Sections 10.06(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)).

"Environmental Laws" means any and all applicable Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, common law, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution, the protection of human health and safety, the protection of the environment or the release or threatened release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste, septic or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for any damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of or liability under any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Environmental Permit" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or

options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and any other rights, the value of which is based in whole or in part on the value of shares of capital stock of (or other ownership or profit interests in) such Persons, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means: (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension 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 Borrower or any ERISA Affiliate 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 Pension 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 Borrower or any ERISA Affiliate.

"EROP" means Energy Realty OP LP, a Delaware limited partnership.

"EROP Ohio" means EROP — Ohio, LLC, a Delaware limited liability company.

"Eurodollar Rate" means, for any Interest Period with respect to a Eurodollar Rate Loan, the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters or Bloomberg (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the "Eurodollar Rate" for such Interest Period shall instead be the interest rate per annum, as determined by the Administrative Agent, to be the average (rounded to the nearest 1/16th of 1%) of the rates per annum at which deposits in Dollars in an amount equal to the amount of such Eurodollar Loan are offered to major banks in the London interbank market at approximately 11:00 a.m. (London time), two (2) Business Days prior to the commencement of such Interest Period, for contracts that would be entered into at the commencement of such Interest Period for the same duration as such Interest Period.

"Eurodollar Rate Loan" means a Revolving Credit Loan that bears interest at a rate based on the Eurodollar Rate.

"Event of Default" has the meaning specified in Section 8.01.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) Taxes imposed on or measured by its overall net income (however denominated), and franchise Taxes imposed on it (in lieu of net income Taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, (b) any branch profits Taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Borrower is located, (c) any backup withholding Tax that is required by the Code to be withheld from amounts payable to a Lender that has failed to comply with clause (A) of Section 3.01(e)(ii), (d) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 10.13), any United States withholding Tax that (i) is required to be imposed on amounts payable to such Foreign Lender pursuant to the Laws in force at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or (ii) is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with clause (B) of Section 3.01(e)(ii), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Tax pursuant to Section 3.01(a)(ii), and (e) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Letters of Credit" means those Letters of Credit issued or deemed issued under (and as defined in) the Previous Credit Agreement which are outstanding (or in respect of which any L/C Obligations in respect thereof are outstanding) as of the Closing Date, as such Letters of Credit are more fully described on Schedule 1.01.

"Facility" means, at any time, the aggregate amount of the Lenders' Commitments at such time.

"FATCA" means 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.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole

multiple of 1/100 of 1%) charged to KeyBank on such day on such transactions as determined by the Administrative Agent.

"Fee Letter" means the amended and restated letter agreement, dated as of October 5, 2012, among the Borrower, KeyBank, RBS and Citizens, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Foreign Lender" means any Lender that is organized under the Laws of a jurisdiction other than that in which the Borrower is resident for tax purposes (including such a Lender when acting in the capacity of the L/C Issuer). For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Subsidiary" means any Subsidiary that is organized under the Laws of a jurisdiction other than that of the United States, any State thereof, or the District of Columbia.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fronting Exposure" means, at any time there is a Defaulting Lender, (a) with respect to the L/C Issuer, such Defaulting Lender's Applicable Percentage of the outstanding L/C Obligations other than L/C 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 the Swingline Lender, such Defaulting Lender's Applicable Percentage of Swingline Loans 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.

"Fund" means 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 activities.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

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

"Getty" means Getty Properties Corp.

"Getty Intercreditor Agreement" means that certain Intercreditor Agreement between Agent and Getty.

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

"Getty MA/ME/NH Lease" means, collectively, that certain (i) Unitary Net Lease and Net Sublease Agreement dated April 19, 2012 between Getty and EROP, (ii) Letter Agreement dated May 30, 2012 between Getty and EROP, (iii) Letter Agreement dated October 1, 2012 between Getty and EROP and (iv) Letter Agreement dated October 1, 2012 between Getty and EROP.

"Getty PA Lease" means, collectively, that certain (i) Unitary Net Lease and Net Sublease Agreement dated May 1, 2012 between Getty and EROP, (ii) Letter Agreement dated October 1, 2012 between Getty and EROP and (iii) Letter Agreement dated October 1, 2012 between Getty and EROP.

"Global Supplement" means each global supplement agreement, substantially in the form attached as Exhibit A to the Guaranty, executed and delivered from time to time pursuant to Section 6.12 hereof.

"Governmental Authority" means the government of the United States 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) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantors" means, collectively, (i) the Subsidiaries of the Borrower listed on Schedule 6.12, and (ii) each other Subsidiary of the Borrower that shall be required to execute and deliver a guaranty or Global Supplement pursuant to Section 6.12.

"Guaranty" means that certain second amended and restated guaranty agreement made by the Guarantors, substantially in the form of Exhibit E-1, together with each other guaranty and Global Supplement delivered pursuant to Section 6.12, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum-containing materials or petroleum fractions or distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hazardous Materials Indemnity" means the Hazardous Materials Indemnity Agreement dated as of the date hereof made by the indemnitors party thereto for the benefit of the Collateral Agent.

"Hedge Bank" means any Person that enters into a Hedge Contract permitted under Article VII, in its capacity as a party to such Hedge Contract, including a Secured Hedge Bank.

"Hedge Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Hedge Termination Value" means, in respect of any one or more Hedge Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Hedge Contracts, (a) for any date on or after the date such Hedge Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedge Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedge Contracts (which may include a Lender or any Affiliate of a Lender).

"Honor Date" has the meaning specified in Section 2.03(c)(i).

"Incentive Distribution Rights" has the meaning given such term in the Partnership Agreement.

"Increase Effective Date" has the meaning specified in Section 2.15(d).

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds, motor fuel bonds and similar instruments;

(c) net obligations of such Person under any Hedge Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and not past due for more than 60 days after the date on which such trade account was created);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness in respect of Capitalized Leases and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends;

(h) all Guarantees of such Person in respect of any of the foregoing;

(i) every obligation of such Person under any Secured Cash Management Agreement; and

(j) all obligations of such Person to purchase any property previously sold by such Person pursuant to a put option contained in the sale documents relating to such property.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited

liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Hedge Contract on any date shall be deemed to be the Hedge Termination Value thereof as of such date.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnitees" has the meaning specified in Section 10.04(b).

"Information" has the meaning specified in Section 10.07.

"Intangible Assets" means assets that are considered to be intangible assets under GAAP, including customer lists, goodwill, computer software, copyrights, trade names, trademarks, patents, franchises, licenses, unamortized deferred charges, unamortized debt discount and capitalized research and development costs.

"Interest Payment Date" means, (a) as to any Eurodollar Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided, however, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan (other than a Swingline Loan), the last Business Day of each March, June, September and December and the Maturity Date.

"Interest Period" means, as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date that is one, two, three or six months thereafter, in each case as selected by the Borrower in a Committed Loan Notice; provided that:

(a) for any Interest Period with a one, two, three or six month term, any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) for any Interest Period with a one, two, three or six month term, any Interest Period 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 calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit or all or a substantial part of the business of, such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually

invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"IP Rights" has the meaning specified in Section 5.17.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Borrower (or any Subsidiary) or in favor of the L/C Issuer and relating to such Letter of Credit.

"J. Topper" means Joseph V. Topper, Jr.

"KeyBank" means KeyBank National Association and its successors.

"Kimber Realty" means Lehigh Kimber Realty, LLC, a Delaware limited liability company.

"Laws" means, collectively, all applicable 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.

"Lease" or "Leases" has the meaning specified in the Mortgages.

"L/C Advance" means, with respect to each Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

"L/C Issuer" means, initially, KeyBank, in its capacity as issuer of Letters of Credit hereunder, or any Lender acceptable to the Administrative Agent as successor issuer of Letters of Credit hereunder.

"L/C Obligations" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed

Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Lehigh" means Lehigh Gas Corporation, a Delaware corporation.

"Lehigh Kimber" means Lehigh Kimber Petroleum Corporation, a Delaware corporation.

"Lehigh Ohio" means Lehigh Gas — Ohio, LLC, a Delaware limited liability company.

"Lender" has the meaning specified in the introductory paragraph hereto and, as the context requires. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify in writing the Borrower and the Administrative Agent.

"Letter of Credit" means any standby letter of credit issued hereunder, including, without limitation, all Existing Letters of Credit.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

"Letter of Credit Expiration Date" means the day that is seven (7) days prior to the Maturity Date then in effect for the Facility (or, if such day is not a Business Day, the next preceding Business Day).

"Letter of Credit Fee" has the meaning specified in Section 2.03(i).

"Letter of Credit Sublimit" means an amount equal to $35,000,000 (inclusive of all Existing Letters of Credit). The Letter of Credit Sublimit is part of, and not in addition to, the Facility.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance (including, without limitation, any purchase option or right of first refusal), lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means an extension of credit by a Lender to the Borrower under Article II in the form of a Revolving Credit Loan, including Swingline Loans.

"Loan Documents" means, collectively, (a) this Agreement, (b) the Notes, (c) the Guaranty, (d) the Collateral Documents, (e) the Perfection Certificate, (f) any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.16 of this Agreement, (g) the Fee Letter, (h) each Issuer Document, (i) the Secured Hedge Agreements, (j) the Secured Cash Management Agreements, (k) the Hazardous Materials Indemnity, and (l) the joinders and other supplements delivered in connection with any other Loan Parties.

"Loan Parties" means, collectively, the Borrower and the Guarantors and "Loan Party" means any of the Borrower and the Guarantors.

"Material Adverse Effect" means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) of the Borrower or the Borrower and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent or any Lender under the Loan Documents, or of the ability of the Loan Parties, taken as a whole, to perform their respective obligations under the Loan Documents to which they are a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of the Loan Documents to which it is a party.

"Material Contract" means any contract to which a Loan Party is a party involving aggregate consideration payable to or by such Loan Party of $5,000,000 or more or otherwise material to the business, condition (financial or otherwise), operations, performance, properties or prospects of such Loan Party, (but only to the extent such contract cannot be readily replaced on comparable terms or is cancelable on notice of 90 days or less without payment of any material penalty, premium or similar payment).

"Maturity Date" means October 30, 2015; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"Measurement Period" means, at any date of determination, the most recently completed four fiscal quarters of the Combined Group.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgaged Properties" means the properties identified to be mortgaged on Schedule 5.08(c) and all other properties subject to a Mortgage from time to time, and "Mortgaged Property" means any of the properties identified to be mortgaged on Schedule 5.08(c) and any other property subject to a Mortgage from time to time.

"Mortgages" means all mortgages, deeds of trust, trust deeds and deeds to secure debt (amended and restated, as applicable) given by a Loan Party pursuant to Section 4.01(a) and all other mortgages, deeds of trust, trust deeds and deeds to secure debt delivered by a Loan Party from time to time pursuant to this Agreement.

"Mortgage Policies" has the meaning specified in Section 4.01(a)(vi)(B).

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is

obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Note" means a promissory note made by the Borrower in favor of a Lender evidencing Revolving Credit Loans made by such Lender, substantially in the form of Exhibit B.

"NPL" means the National Priorities List under CERCLA.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, Letter of Credit, Secured Cash Management Agreement or Secured Hedge Agreement, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"OFAC" means The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury.

"Organization Documents" means: (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Taxes" means all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Outstanding Amount" means (a) with respect to the Revolving Credit Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of the Revolving Credit Loans occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

"Participant" has the meaning specified in Section 10.06(d).

"Partners" has the meaning given such term in the Partnership Agreement.

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

"Patriot Act" shall mean the USA Patriot Act, title III of Pub. L. 107-56, signed into law on October 25, 2001.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

"Perfection Certificate" has the meaning provided in the Security Agreement.

"Permitted Acquisitions" means acquisitions (exclusive of Permitted Minor Acquisitions) of all of the Equity Interests in, or all or substantially all of the property of, any Person, which acquisition, along with all acquisition documents, must be approved by the Administrative Agent.

"Permitted Distributions" means, so long as (i) no Default or Event of Default has occurred and is continuing or would exist as a result thereof, (ii) the Borrower has not lost its status as a "partnership" for U.S. federal income tax purposes, (iii) the Loan Parties shall have, on a Pro Forma Basis both before and after giving effect thereto, a Combined Leverage Ratio of no greater than the lessor of (x) 4.40:1.00 or (y) the then effective Combined Leverage Coverage Ratio required by Section 7.11(a), and (iv) the Loan Parties shall be in compliance on a Pro Forma Basis with the financial covenant set forth in Section 7.11(b) both before and after giving effect thereto, payments by the Borrower to its Partners and the holders of the General Partner Interest and the Incentive Distribution Rights of cash distributions (which, for purposes hereof, shall include cash payments made by the Borrower to repurchase any of its Equity Interests from a holder thereof), in each case in accordance with the Partnership Agreement.

"Permitted Encumbrances" has the meaning specified in the Mortgages.

"Permitted Like-Kind Exchange" means an exchange of property, by any Loan Party with another Person, arrangements for which have been made prior to the Disposition of such Loan 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, (b) no Disposition in connection with any such exchange shall be made if Combined

EBITDA with respect to the property being disposed of, when aggregated with the Combined EBITDA with respect to all other property disposed of in Permitted Like-Kind Exchanges made in the immediately preceding 12 month period exceeds 10% of Combined EBITDA of the Combined Group (Combined EBITDA, in each case, being calculated over the four consecutive Fiscal Quarters most recently ended as of the date of such Disposition), and (c) 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.

"Permitted Minor Acquisitions" means acquisitions of all of the Equity Interests in any Person or all or any portion of the assets of any Person, which acquisition does not exceed Ten Million Dollars ($10,000,000) individually or Twenty-Five Million Dollars ($25,000,000) in the aggregate in any calendar year and which shall not be subject to the approval of the Administrative Agent or the Required Lenders.

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

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

"Platform" has the meaning specified in Section 6.02.

"Pledge Agreement" has the meaning set forth in Section 4.01(a)(iii).

"Pledged Equity" has the meaning specified in the Pledge Agreement.

"Predecessor" means the portion of the business of Lehigh and its Subsidiaries and Affiliates that is being contributed to the Borrower pursuant to the Contribution Agreement.

"Previous Credit Agreement" means the Amended and Restated Credit Agreement dated as of December 30, 2010 among Lehigh, EROP, Lehigh Kimber, Kimber Realty, Lehigh Ohio, EROP Ohio, each lender from time to time party thereto, and KeyBank, as administrative agent for the lenders, as collateral agent and as letter of credit issuer, as the same has been amended, restated, supplemented or otherwise modified prior to the date hereof.

"Pro Forma Basis" means, with respect to a Permitted Acquisition, Permitted Minor Acquisition or a Disposition permitted under this Agreement, as of any date, in connection with any calculation of compliance with any financial covenant or financial term, the calculation thereof after giving effect on a pro forma basis to the Indebtedness from any Permitted Acquisition or Permitted Minor Acquisition then being consummated, if applicable, as well as any other Permitted Acquisition or Permitted Minor Acquisition consummated on or after the first day of any relevant calculation period (in each case, as if consummated on the first day of such calculation period and based on the best available historical financial information provided by the Person who is being or was, or whose assets are being or were, acquired in connection with each such Permitted Acquisition or Permitted Minor Acquisition, whether prepared in accordance with GAAP or otherwise, and accepted by the Borrower in the exercise of its

reasonable business judgment, or if such historical information is not available, based on the good faith projections of the Borrower prepared in connection with such Permitted Acquisition or Permitted Minor Acquisition, subject to the approval of the Administrative Agent, not to be unreasonably withheld), and, in each case involving a Permitted Acquisition or Permitted Minor Acquisition; provided that any such calculations delivered in connection with a Permitted Acquisition or Permitted Minor Acquisition shall also give effect on a pro forma basis to (i) the incurrence of any Indebtedness by any Loan Parties on or after the first day of the relevant calculation period as if such Indebtedness had been incurred (and the proceeds thereof applied) on the first day of the relevant calculation period, giving no effect to any amortization during such calculation period, and (ii) the permanent repayment of any Indebtedness of any Loan Parties on or after the first day of the relevant calculation period as if such Indebtedness had been retired or redeemed on the first day of the relevant calculation period (in each case, based on the historical financial information or good faith projections, as applicable, as described above). "Pro Forma Basis" means, with respect to any other event, as of any date, in connection with any calculation of compliance with any financial covenant or financial term, the calculation thereof after giving effect on a pro forma basis for the period of such calculation to such event as if it happened on the first day of such period.

"Public Lender" has the meaning specified in Section 6.02.

"RBS" means RBS Citizens, N.A.

"Register" has the meaning specified in Section 10.06(c).

"Related Parties" means, 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.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Repurchase Options" 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.

"Request for Credit Extension" means (a) with respect to a Borrowing, conversion or continuation of Revolving Credit Loans, a Committed Loan Notice, and (b) with respect to an L/C Credit Extension, a Letter of Credit Application.

"Required Lenders" means, as of any date of determination, (A) if there are fewer than three (3) Lenders, all Lenders, and (B) if there are three (3) or more Lenders, Lenders holding more than 50% of the sum of the (a) Total Outstandings (with the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations being deemed "held" by such Lender for purposes of this definition) and (b) aggregate unused Commitments; provided that the unused Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

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

"Restricted Payment" means (i) any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any Equity Interest in any Person, and (ii) any payments on Subordinated Indebtedness.

"Revolving Credit Loan" has the meaning specified in Section 2.01.

"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" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

"Sanctioned Country" shall mean a country subject to a sanctions program identified on the list maintained by OFAC and available at http://www.treas.gov/offices/eotffc/ofac/sanctions/ index.html, or as otherwise published from time to time.

"Sanctioned Person" shall mean (i) a Person named on the list of "Specially Designated Nationals and Blocked Persons" maintained by OFAC available at http://www.treas.gov/offices/ eotffc/ofac/sdn/index.html, or as otherwise published from time to time, or (ii) (A) an agency of the government of a Sanctioned Country, (B) an organization controlled by a Sanctioned Country, or (C) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Secured Cash Management Agreement" means any Cash Management Agreement that is entered into by and between the Borrower and any Cash Management Bank.

"Secured Hedge Agreement" means any Hedge Contract permitted under Article VII that is entered into by and between the Borrower and any Secured Hedge Bank.

"Secured Hedge Bank" means any Person that at the time it enters into a Hedge Contract permitted under Article VII, is a Lender or Affiliate of a Lender, in its capacity as a party to such Secured Hedge Agreement.

"Secured Parties" means, collectively, the Collateral Agent, the Administrative Agent, the Lenders, the L/C Issuer, the Secured Hedge Banks, the Cash Management Banks, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, and the other Persons the Obligations owing to which are or are purported to be secured by the Collateral under the terms of the Collateral Documents.

"Security Agreement" has the meaning specified in Section 4.01(a)(iii).

"Security Agreement Supplement" has the meaning specified in the Security Agreement.

"SNDA" means a subordination, non-disturbance and attornment agreement.

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Subordinated Indebtedness" means any Indebtedness which has been subordinated to the Obligations in such manner and to such extent as the Administrative Agent (acting on instructions from the Required Lenders) may require.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of any Loan Party.

"Swingline Lender" means, initially, KeyBank, in its capacity as swingline lender hereunder, or any successor swingline lender hereunder.

"Swingline Loan" means any loan made by the Swingline Lender pursuant to Section 2.14.

"Swingline Sublimit" means the principal amount of $7,500,000.

"Synthetic Debt" means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of "Indebtedness" or as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Taxes" means 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" means J. Topper and Maureen Topper, together with those Affiliates of J. Topper and family trusts of J. Topper and Maureen Topper that have ownership interests in Lehigh and its Subsidiaries and Affiliates that constitute the Predecessor.

"Total Outstandings" means the aggregate Outstanding Amount of all Revolving Credit Loans, Swingline Loans and L/C Obligations.

"Type" means, with respect to a Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

"UCC" means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"United States" and "U.S." mean the United States of America.

"Unreimbursed Amount" has the meaning specified in Section 2.03(c)(i).

"U.S. Loan Party" means any Loan Party that is organized under the laws of one of the states of the United States.

"Use Restrictions" 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.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) 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, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) 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.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 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 Audited Financial Statements, 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 Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower 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 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.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

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

1.06 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, (a) provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time, and (b) provides for one or more automatic decreases in the stated amount thereof, the amount of such Letter of Credit shall be deemed the maximum stated amount until such time as each decrease goes into effect. For purposes of calculating L/C Obligations hereunder, the amount to be drawn under a Letter of Credit shall be deemed to be the amount of such Letter of Credit, as calculated above, less the amount of all previous draws under such Letter of Credit.

1.07 Amendment and Restatement. In order to facilitate this amendment and restatement and otherwise to effectuate the desires of the Borrower, the Administrative Agent and the Lenders agree:

(a) On the Closing Date, the terms and provisions of the Previous Credit Agreement shall be and hereby are amended and restated in their entirety by the terms, conditions and provisions of this Agreement, and the terms and provisions of the Previous Credit Agreement, except as otherwise expressly provided herein, shall be superseded by this Agreement.

(b) Notwithstanding this amendment and restatement of the Previous Credit Agreement, including anything in this Section 1.07, and of any related "Loan Documents" (as such term is defined in the Previous Credit Agreement and referred to herein, individually or collectively, as the "Prior Loan Documents"), (i) all Obligations (as defined in the Previous Credit Agreement) outstanding under the Previous Credit Agreement and other Prior Loan Documents (the "Existing Obligations") shall continue as Obligations hereunder to the extent not repaid on the Closing Date and shall now be owing by Borrower, and (ii) each of this Agreement and the Notes and any other Loan Document (as defined herein) that is amended and restated in connection with this Agreement is given as a substitution for, and not as a payment of, the indebtedness, liabilities and Existing Obligations of Lehigh, EROP, Lehigh Kimber, Kimber Realty, Lehigh Ohio and EROP Ohio under the Previous Credit Agreement or any other Prior Loan Document and (iii) neither the execution and delivery of this Agreement, the Notes and such Loan Documents nor the consummation of any other transaction contemplated hereunder is intended to constitute a novation of the Previous Credit Agreement or of any of the other Prior Loan Documents or any obligations thereunder. On the Closing Date: (1) all Loans and Letters of Credit (in each case as defined in the Previous Credit Agreement) owing by Lehigh, EROP, Lehigh Kimber, Kimber Realty, Lehigh Ohio and EROP Ohio and outstanding under the Previous Credit Agreement shall continue as Loans and Letters of Credit hereunder owing by Borrower and shall constitute advances hereunder, (2) all Base Rate Loans under the Previous Credit Agreement and not converted into Eurodollar Rate Loans shall accrue interest at the Base Rate hereunder, and (3) the Interest Periods for all Eurodollar Rate Loans outstanding under the Previous Credit Agreement shall be terminated, the Borrower shall pay all accrued interest with respect to such Loans, together with any additional amounts required by Section 3.05 of the Previous Credit Agreement (unless waived by the applicable Lender under the Previous Credit Agreement), and the Borrower shall furnish to the Administrative Agent Committed Loan Notices selecting the interest rates for existing Loans.

(c) The parties hereby agree that, on the Closing Date, the Commitments shall be as set forth on Schedule 2.01 and the outstanding principal amount of any Loans shall be reallocated in accordance with such Commitments and the requisite assignments shall be deemed to be made in such amounts by and between the Lenders and/or Lenders under the Previous Credit Agreement, and from each Lender or Lender under the Previous Credit Agreement to each other Lender, as applicable, with the same force and effect as if such assignments were evidenced by applicable Assignment and Assumption (as defined in the Previous Credit Agreement) under the Previous Credit Agreement. Notwithstanding anything to the contrary in Article X of the Previous Credit Agreement or this Agreement, no other documents or instruments, including any Assignment and Assumption, shall be executed in connection with these assignments (all of which requirements are hereby waived), and such assignments shall be deemed to be made with all applicable representations, warranties and covenants as if evidenced by an Assignment and Assumption. On the Closing Date, the Lenders shall make all necessary cash settlement in full with each other Lender (and with the Lenders under the Previous Credit Agreement whose Commitments thereunder are being terminated), either directly or through the Administrative Agent, as the Administrative Agent may direct or approve, with respect to all assignments, reallocations and other changes in the Commitments (as such term is defined in the Previous Credit Agreement) such that after giving effect to such settlements each Lender's Applicable Percentage shall be as set forth on Schedule 2.01.

(d) Notwithstanding anything herein to the contrary, the parties hereby agree that, from and after the Closing Date, any "Loan Party" or "Parent Limited Pledgor" (in each case, as defined in the Previous Credit Agreement) that was an obligor with respect to the Previous Credit Agreement or any of the other "Loan Documents" (as defined in the Previous Credit Agreement) that is not a Loan Party hereunder or under the other Loan Documents shall not have any obligations hereunder or thereunder and the Administrative Agent hereby releases such Person from all obligations arising from or otherwise related to the Previous Credit Agreement and the other "Loan Documents" (as defined in the Previous Credit Agreement) and, on the Closing Date, shall terminate all Liens in favor of the Administrative Agent with respect to the assets and properties of each such Person, including the return of all promissory notes that had been pledged to the Administrative Agent.

(e) The Administrative Agent hereby consents to the transactions described in the Contribution Agreement, which shall occur simultaneously with the closing hereunder, and no "Event of Default" (as defined in the Previous Credit Agreement) shall be deemed to have occurred as a result of such transactions under the Previous Credit Agreement. On the Closing Date, the Administrative Agent agrees to terminate all Liens in favor of Administrative Agent with respect to the Spun-Off Assets (as defined in the Contribution Agreement).

ARTICLE II
THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 The Loans. Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a "Revolving Credit Loan") to the Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Commitment; provided, however, that after giving effect to any Borrowing, (i) the Total Outstandings shall not exceed the Facility, and (ii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations shall not exceed such Lender's Commitment. Within the limits of each Lender's Commitment, and subject to the

other terms and conditions hereof, the Borrower may borrow under this Section 2.01 during the Availability Period, prepay under Section 2.04, and reborrow under this Section 2.01 during the Availability Period. Revolving Credit Loans may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Revolving Credit Loans from one Type to the other, and each continuation of Eurodollar Rate Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 11:00 a.m. (i) three (3) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans or of any conversion of Eurodollar Rate Loans to Base Rate Loans, and (ii) on the requested date of any Borrowing of Base Rate Loans. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing of, conversion to or continuation of

Revolving Credit Loans that bear interest at a rate based on the Eurodollar Rate shall be in a principal amount of not less than $1,000,000 or a whole multiple of $100,000 in excess thereof. Except as provided in Section 2.03(c), each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof. Each Committed Loan Notice (whether telephonic or written) shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Revolving Credit Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Revolving Credit Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Revolving Credit Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Committed Loan Notice, but fail to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage under the Facility of the Revolving Credit Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). Each Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of KeyBank with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date a Committed Loan Notice is given by the Borrower, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to the Borrower as provided above.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurodollar Rate Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in KeyBank's

prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Revolving Credit Loans from one Type to the other, and all continuations of Revolving Credit Loans as the same Type, there shall not be more than eight (8) Interest Periods for Eurodollar Rate Loans in effect in respect of the Facility.

2.03 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit for the account of the Borrower or any other Loan Party, and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.03(b), and (2) to honor drawings under the Letters of Credit; and (B) the Lenders severally agree to participate in Letters of Credit issued for the account of a Loan Party and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (w) the Total Outstandings shall not exceed the Facility, (x) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations shall not exceed such Lender's Commitment, and (y) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Borrower for the issuance or amendment of a Letter of Credit, on behalf of itself or another Loan Party, shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) The L/C Issuer shall not issue any Letter of Credit if:

(A) subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Lenders have approved such expiry date; or

(B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Lenders have approved such expiry date.

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing

such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is in an initial stated amount less than $25,000;

(C) such Letter of Credit is to be denominated in a currency other than Dollars;

(D) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(E) any Lender is at that time a Defaulting Lender, unless the L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion) with the Borrower or such Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.17(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion.

(iv) The L/C Issuer shall not amend any Letter of Credit if the L/C Issuer would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the L/C Issuer, on behalf of itself or another Loan Party, in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. at least two (2) Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; (H) the Loan Party on behalf of whom the Letter of Credit is being issued; and (I) such other matters as the L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer: (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the L/C Issuer may require. Additionally, the Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may reasonably require.

(ii) Unless the L/C Issuer has received written notice from any Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary

business practices. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer 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 L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of 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 L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the L/C Issuer 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 L/C Issuer shall not permit any such extension if (A) the L/C Issuer 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 2.03(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 Lender or the Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than 11:00 a.m. on the date of any payment by the L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Lender's Applicable Percentage thereof. In such event, the Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Lender shall upon any notice pursuant to Section 2.03(c)(i) make funds available to the Administrative Agent for the account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of Base Rate Loans because the conditions set forth in Section 4.02

cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Lender funds its Revolving Credit Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Lender's obligation to make Revolving Credit Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date

such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount (exclusive of interest and fees) so paid shall constitute such Lender's Revolving Credit Loan included in the relevant Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the L/C Issuer submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(c)(vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Lender such Lender's L/C Advance in respect of such

payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable Percentage thereof in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Borrower to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any of its Subsidiaries.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.03(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or

purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Existing Letters of Credit. Unless otherwise agreed to by the L/C Issuer and the Administrative Agent, Lehigh shall be removed from the beneficiary's signed statement on all Existing Letters of Credit within ninety (90) days of the Closing Date.

(h) Applicability of ISP and UCP. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued, (i) the rules of the ISP 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 commercial Letter of Credit.

(i) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage a Letter of Credit fee (the "Letter of Credit Fee") for each Letter of Credit equal to the Applicable Rate for Revolving Credit Loans that bear interest based on the Eurodollar Rate then in effect times the daily amount available to be drawn under such Letter of Credit, provided, however, any Letter of Credit Fees otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the L/C Issuer pursuant to this Section 2.03 shall be payable, to the maximum extent permitted by Law, to the other Lenders in accordance with the upward adjustments in their respective Applicable Percentages allocable to such Letter of Credit pursuant to Section 2.17(a)(iv), with the balance of such fee, if any, payable to the L/C Issuer for its own account. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (i) due and payable on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand and (ii) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

(j) Documentary and Processing Charges Payable to L/C Issuer. The Borrower shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(k) Fronting Fee. The Borrower shall pay directly to the L/C Issuer for its own account a fronting fee in respect of each Letter of Credit issued by it, due and payable on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, computed at the rate of 1/4th of 1% per annum on the stated amount thereof for such period from the date of issuance (or increase, renewal or extension) to the expiration date thereof (including any extensions of such expiration date which may be made at the election of the beneficiary thereof).

(l) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

2.04 Prepayments.

(a) Optional. Subject to the last sentence of this Section 2.04(a), the Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay the Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the Administrative Agent not later than 11:00 a.m. (1) three (3) Business Days prior to any date of prepayment of Eurodollar Rate Loans and (2) on the date of prepayment of Base Rate Loans; (B) any prepayment of Eurodollar Rate Loans shall be in a principal amount of $500,000, or a whole multiple of $250,000 in excess thereof; and (C) any prepayment of Base Rate Loans shall be in a principal amount of $200,000 or a whole multiple of $100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Eurodollar Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment (based on such Lender's Applicable Percentage). If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Subject to Section 2.17, each prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentages. Any prepayment of a Eurodollar Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05.

(b) Mandatory. If for any reason the Total Outstandings at any time exceed the Facility at such time, the Borrower shall immediately prepay Revolving Credit Loans, the Swingline Loans and L/C Borrowings and/or Cash Collateralize the L/C Obligations (other than the L/C Borrowings) in an aggregate amount equal to such excess. Prepayments of the Facility made pursuant to this Section 2.04(b), first, shall be applied ratably to the L/C Borrowings, second, shall be applied ratably to the Swingline Loans, third, shall be applied ratably to the outstanding Revolving Credit Loans, and fourth, shall be used to Cash Collateralize the remaining L/C Obligations. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuer or the Lenders, as applicable.

2.05 Termination or Reduction of Commitments.

(a) Optional. The Borrower may, upon notice to the Administrative Agent, terminate the Facility or the Letter of Credit Sublimit, or from time to time permanently reduce the Facility or the Letter of Credit Sublimit; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in the aggregate amount of $500,000 or any whole multiple of $100,000 in excess thereof and (iii) the Borrower shall not terminate or reduce (A) the Facility if, after giving

effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Facility, or (B) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit.

(b) [Intentionally Omitted].

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Letter of Credit Sublimit or the Commitment under this Section 2.05. Upon any reduction of the Commitments, the Commitment of each Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount. All fees in respect of the Facility accrued until the effective date of any termination of the Facility shall be paid on the effective date of such termination.

2.06 Repayment of Loans. The Borrower shall repay to the Lenders on the Maturity Date for the Facility the aggregate principal amount of all Revolving Credit Loans outstanding on such date.

2.07 Interest.

(a) Subject to the provisions of Section 2.07(b), (i) each Eurodollar Rate Loan under the Facility shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate; and (ii) each Base Rate Loan under the Facility (including the Swingline Loans) shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) (i) If any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by Laws.

(ii) If any amount (other than principal of any Loan) payable by the Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then upon the request of the Required Lenders such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by Laws.

(iii) Upon the request of the Required Lenders, while any Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.08 Fees. In addition to certain fees described in Sections 2.03(i), (j) and (k):

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Applicable Percentage a commitment fee equal to the Applicable Rate times the actual daily amount by which the Facility exceeds the sum of (A) the Outstanding Amount of Revolving Credit Loans (other than Swingline Loans) and (B) the Outstanding Amount of L/C Obligations, subject to adjustment as provided in Section 2.17. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The commitment fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(b) Other Fees.

(i) The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in the Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Borrower shall pay to the Lenders such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.09 Computation of Interest and Fees; Retroactive Adjustments of Applicable Rate.

(a) All computations of interest for Base Rate Loans when the Base Rate is determined by KeyBank's "prime rate" shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.11(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) If, as a result of any restatement of or other adjustment to the financial statements of the Combined Group or for any other reason, the Combined Group or the Lenders determine that (i) the Combined Leverage Ratio as calculated by the Combined Group as of any applicable date was inaccurate and (ii) a proper calculation of the Combined Leverage Ratio would have resulted in higher pricing for such period, the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders or the L/C Issuer, as the case may be, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, automatically and without further

action by the Administrative Agent, any Lender or the L/C Issuer), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. This paragraph shall not limit the rights of the Administrative Agent, any Lender or the L/C Issuer, as the case may be, under Section 2.03(c)(iii), 2.03(i) or 2.07(b) or under Article VIII. The Borrower's obligations under this paragraph shall survive the termination of the Aggregate Commitments and the repayment of all other Obligations hereunder.

2.10 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.10(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swingline Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.11 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense (other than indefeasible payment), recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a

day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected on computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurodollar Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the Federal Funds Rate, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower 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 the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Appropriate Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Appropriate Lenders or the L/C Issuer, 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 L/C Issuer, in immediately available funds 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 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 with respect to any amount owing under this subsection (b) 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 by

the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, 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 Loans, to fund participations in the Swingline Loans and the Letters of Credit and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 10.04(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 10.04(c).

(i) 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.

(ii) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

2.12 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations in respect of the Facility due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Facility due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations in respect of the Facility due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations in respect of any of the Facility owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Facility owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payment on account of the Obligations in respect of the Facility owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time then the Lender receiving such greater proportion shall (A) notify the Administrative Agent of such fact, and (B) purchase (for cash at face value) participations in the Loans and subparticipations in L/C 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 Obligations in respect of the Facility then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that:

(x) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(y) the provisions of this Section 2.12 shall not be construed to apply to (1) any payment made by or on behalf of the Borrower 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), (2) the application of Cash Collateral provided for in Section 2.16 or (3) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this Section 2.12 shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.13 [Intentionally Omitted].

2.14 Swingline Loans.

(a) Swingline Commitment. Subject to the terms and conditions set forth herein, the Swingline Lender agrees to make Swingline Loans to the Borrower from time to time during the Availability Period, in an aggregate principal amount at any time outstanding that will not result in (and upon each such Borrowing of Swingline Loans, the Borrower shall be deemed to represent and warrant that such Borrowing will not result in) (i) the aggregate principal amount of outstanding Swingline Loans exceeding the Swingline Sublimit, or (ii) the Total Outstandings exceeding the Facility; provided that the Swingline Lender shall not be required to make a Swingline Loan to refinance, in whole or in part, an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow Swingline Loans; provided that no more than one (1) Swingline Loan shall be outstanding at any time.

(b) Swingline Loans. To request a Swingline Loan, the Borrower 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 Section 10.02 below) e-mail, a duly completed and executed Committed Loan Notice to the Administrative Agent and the Swingline Lender), not later than 11:00 a.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. Each Swingline Loan shall be a

Revolving Credit Loan. The Swingline Lender shall make each Swingline Loan available to the Borrower by means of a credit to the general deposit account of Borrower with the Swingline Lender or otherwise to an account as directed by Borrower in the applicable Borrowing Request by 3:00 p.m. on the requested date of such Swingline Loan. The Borrower shall not request a Swingline Loan if at the time of or immediately after giving effect to the Credit Extension contemplated by 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 upon demand of the Swingline Lender.

(c) Participations. The Swingline Lender (i) may at any time in its discretion, and (ii) shall no less frequently than every five (5) Business Days or as directed by the Administrative Agent from time to time on not less than one (1) Business Day's written notice to the Swingline Lender, require each Lender to acquire a participation in the Swingline Loan then outstanding equal to its Applicable Percentage by written notice given to the Administrative Agent (provided such notice requirement shall not apply if the Swingline Lender and the Administrative Agent are the same entity) not later than 11:00 a.m. Such notice shall specify the aggregate amount of the Swingline Loan in which Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender's Pro Rata Percentage of the Swingline Loan. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Lender's Applicable Percentage of the Swingline Loan. Each Lender acknowledges and agrees that its obligation to acquire participations in the Swingline Loan pursuant to this Section 2.14(c) is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever (so long as such payment shall not cause the Outstanding Amount of such Lender's Revolving Credit Loans to exceed such Lender's Commitment). Each Lender shall comply with its obligation under this Section 2.14(c) by wire transfer of immediately available funds, in the same manner as provided in Section 2.02(b) with respect to Revolving Credit Loans made by such Lender (and Section 2.02 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify Borrower of any participations in any Swingline Loan acquired by the Lenders pursuant to this Section 2.14(c), and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent. Any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this Section 2.14(c), as their interests may appear. The purchase of participations in a Swingline Loan pursuant to this Section 2.14(c) shall not relieve Borrower of any default in the payment thereof.

(d) Resignation or Removal of the Swingline Lender. The Swingline Lender may resign as the Swingline Lender hereunder at any time upon at least thirty (30) days' prior

written notice to the Lenders, the Administrative Agent and the Borrower. The Swingline Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent and the successor Swingline Lender. The Administrative Agent shall notify the Lenders of any such replacement of the Swingline Lender. At the time any such resignation or replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Swingline Lender. From and after the effective date of any such resignation or replacement, (i) the successor Swingline Lender shall have all the rights and obligations of the Swingline Lender under this Agreement with respect to Swingline Loans to be made by it thereafter and (ii) references herein and in the other Loan Documents to the term "*Swingline Lender*" shall be deemed to refer to such successor or to any previous Swingline Lender, or to such successor and all previous Swingline Lenders, as the context shall require. After the resignation or replacement of the Swingline Lender hereunder, the replaced Swingline Lender shall remain a party hereto and shall continue to have all the rights and obligations of the Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to such resignation or replacement, but shall not be required to make additional Swingline Loans. Notwithstanding anything to the contrary in this Section 2.14(d) or otherwise, the Swingline Lender may not resign until such time as a successor Swingline Lender has been appointed.

2.15 Increase in Facility.

(a) Request for Increase. Provided no Default or Event of Default has occurred and is continuing, upon written notice to the Administrative Agent and with the Administrative Agent's consent, given in its sole and absolute discretion, the Borrower may from time to time, request an increase in the Facility by an aggregate amount not exceeding $75,000,000; provided that (i) any such request for an increase shall be in a minimum amount of $5,000,000, (ii) the Borrower may make a maximum of three (3) such requests, (iii) proceeds from Borrowings under any such increased Facility shall only be used for Permitted Acquisitions and (iv) the Loan Parties shall be in compliance on a Pro Forma Basis with the financial covenants set forth herein after giving effect to such increased Facility and related Permitted Acquisition. If the Administrative Agent consents to such request for an increase, it will promptly notify the Lenders of such request. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten (10) Business Days from the date of delivery of such notice to the Lenders).

(b) Lender Elections to Increase. Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment. Notwithstanding the foregoing, no Lender shall have any obligation to participate in such increase except in its absolute and sole discretion.

(c) Notification by Administrative Agent; Additional Lenders. The Administrative Agent shall notify the Borrower and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase, and subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld), the Borrower may also invite additional Eligible Assignees reasonably acceptable to the

Administrative Agent to become Lenders pursuant to a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent and its counsel; provided, however, that each such Eligible Assignee shall have a minimum Commitment equal to $5,000,000.

(d) Effective Date and Allocations. If the Facility is increased in accordance with this Section 2.15, the Administrative Agent and the Borrower shall determine the effective date (the "Increase Effective Date") and the final allocation of such increase. The Administrative Agent shall promptly notify the Borrower and the Lenders of the final allocation of such increase and the Increase Effective Date.

(e) Conditions to Effectiveness of Increase. The effectiveness of the increase to the Facility is subject to satisfaction of the following conditions: (1) the Borrower shall deliver to the Administrative Agent a certificate of each Loan Party dated as of the Increase Effective Date (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (ii) in the case of the Borrower, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article V and the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this Section 2.15, the representations and warranties contained in subsections (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01, and (B) no Default exists, and (2) the Borrower, the Administrative Agent and the Lenders who have agreed to increase their Commitments shall enter into an amendment to this Agreement dated as of the Increase Effective Date, which amendment sets forth the terms of the increase. The Borrower shall prepay any Loans outstanding on the Increase Effective Date (and pay any additional amounts required pursuant to Section 3.05) to the extent necessary to keep the outstanding Loans ratable with any revised Applicable Percentages arising from any nonratable increase in the Commitments under this Section 2.15; provided, however, that such prepayments shall not reduce the amount otherwise available to the Borrower.

(f) Conflicting Provisions. This Section 2.15 shall supersede any provisions in Sections 2.12 or 10.01 to the contrary.

(g) Additional Conditions to Credit Extensions under Increased Facility. In addition to the conditions precedent set forth in Section 4.02, the obligation of each Lender to honor any Request for Credit Extension under the increase in the Facility in accordance with this Section 2.15 is subject to the following additional conditions precedent:

(i) The proceeds from the Borrowing under any such increased Facility shall be used for a Permitted Acquisition; and

(ii) The Loan Parties shall be in compliance on a Pro Forma Basis with the financial covenants set forth herein after giving effect to such increased Facility and related Permitted Acquisition.

2.16 Cash Collateral.

(a) Certain Credit Support Events. Upon the request of the Administrative Agent or the L/C Issuer (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations. At any time that there shall exist a Defaulting Lender, immediately upon the request of the Administrative Agent, the L/C Issuer or the Swingline Lender, the Borrower shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover all Fronting Exposure (after giving effect to Section 2.17(a)(iv) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in blocked, non-interest bearing deposit accounts at KeyBank. The Borrower, and to the extent provided by any Lender, such Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuer and the Lenders (including the Swingline Lender), and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.16(c). If at any time the Administrative Agent 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 and other obligations secured thereby, the Borrower or the relevant Defaulting Lender will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.16 or Sections 2.03, 2.04, 2.17 or 8.02 in respect of Letters of Credit or Swingline Loans shall be held and applied to the satisfaction of the specific L/C 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 Cash Collateral as may be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall be released promptly 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, as appropriate, its assignee following compliance with Section 10.06(b)(vi))) or (ii) the Administrative Agent's good faith determination that there exists excess Cash Collateral; provided, however, (x) that Cash Collateral furnished by or on behalf of a Loan Party shall not be released during the continuance of a Default or Event of Default (and following application as provided in this Section 2.16 may be otherwise applied in accordance with Section 8.03), and (y) the Person providing Cash Collateral and the L/C Issuer or Swingline Lender, as applicable, may

agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.17 Defaulting Lenders.

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

(i) Waivers and Amendments. That 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 Section 10.01.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 10.08), 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 that Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to the L/C Issuer or Swingline Lender hereunder; third, if so determined by the Administrative Agent or requested by the L/C Issuer or Swingline Lender, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of any participation in any Swingline Loan or Letter of Credit; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that 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, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; sixth, to the payment of any amounts owing to the Lenders, the L/C Issuer or Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the L/C Issuer or Swingline Lender against that Defaulting Lender as a result of that 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 as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and eighth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans or L/C Borrowings were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Borrowings owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Borrowings owed to, that Defaulting Lender. 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 2.17(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees. That Defaulting Lender (x) shall not be entitled to receive any commitment fee pursuant to Section 2.08(a) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit Fees as provided in Section 2.03(i).

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit or Swingline Loans pursuant to Sections 2.03 and 2.14, the "Applicable Percentage" of each non-Defaulting Lender shall be computed without giving effect to the Commitment of that Defaulting Lender; provided, that, (i) each such reallocation shall be given effect only if, at the date the applicable Lender becomes a Defaulting Lender, no Default or Event of Default exists; and (ii) the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit and Swingline Loans shall not exceed the positive difference, if any, of (1) the Commitment of that non-Defaulting Lender minus (2) the aggregate Outstanding Amount of the committed Revolving Credit Loans of that Lender.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, Swingline Lender and the L/C Issuer agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be 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 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 committed Revolving Credit 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 2.17(a)(iv)), whereupon that 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 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.

ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of the Borrower hereunder or under any other Loan Document shall to the extent permitted by Laws be made free and clear of and without reduction or withholding for any Taxes. If, however, Laws

require the Borrower or the Administrative Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with Laws as determined by the Borrower or the Administrative Agent, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If the Borrower or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of subsection (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Law.

(c) Tax Indemnifications.

(i) Without limiting the provisions of subsection (a) or (b) above, the Borrower shall, and does hereby, indemnify the Administrative Agent, each Lender and the L/C Issuer, and shall make payment in respect thereof within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) withheld or deducted by the Borrower or the Administrative Agent or paid by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Borrower shall also, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within thirty (30) days after demand therefor, for any amount which a Lender or the L/C Issuer for any reason fails to pay indefeasibly to the Administrative Agent as required by clause (ii) of this subsection. A certificate as to the amount of any such payment or liability delivered to the Borrower by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, each Lender and the L/C Issuer shall, and does hereby, indemnify the Borrower and the Administrative Agent, and shall make payment in respect thereof within thirty (30) days after demand therefor, against any and all Taxes and any and all related losses, claims, liabilities,

penalties, interest and expenses (including the fees, charges and disbursements of any counsel for the Borrower or the Administrative Agent) incurred by or asserted against the Borrower or the Administrative Agent by any Governmental Authority as a result of the failure by such Lender or the L/C Issuer, as the case may be, to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered by such Lender or the L/C Issuer, as the case may be, to the Borrower or the Administrative Agent pursuant to subsection (e). Each Lender and the L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or the L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii). The agreements in this clause (ii) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender or the L/C Issuer, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all other Obligations.

(d) Evidence of Payments. Upon request by the Borrower or the Administrative Agent, as the case may be, after any payment of Taxes by the Borrower or the Administrative Agent to a Governmental Authority as provided in this Section 3.01, the Borrower shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be.

(e) Status of Lenders; Tax Documentation.

(i) For purposes of this Section 3.01(e), the term "Lender" includes the L/C Issuer. Each Lender shall deliver to the Borrower and to the Administrative Agent, at the time or times prescribed by Laws or when reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Borrower or the Administrative Agent, as the case may be, to determine (A) whether or not payments made hereunder or under any other Loan Document are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender by the Borrower pursuant to this Agreement or otherwise to establish such Lender's status for withholding tax purposes in the applicable jurisdiction.

(ii) Without limiting the generality of the foregoing, on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter as required by Law or upon the request of the Borrower or the Administrative Agent, but only if such Lender is legally entitled to do so),

(A) any Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent executed originals of Internal Revenue Service Form W-9 or such other documentation or information prescribed by Laws or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent, as the case may be, to determine

whether or not such Lender is subject to backup withholding or information reporting requirements; and

(B) each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of withholding tax with respect to payments hereunder or under any other Loan Document shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient), whichever of the following is applicable:

(I) executed originals of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(II) executed originals of Internal Revenue Service Form W-8ECI,

(III) executed originals of Internal Revenue Service Form W-8IMY and all required supporting documentation,

(IV) 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 to the effect that such Foreign Lender is not (A) a "bank" that would be receiving interest on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" that would be receiving interest from a related person within the meaning of Section 881(c)(3)(C) of the Code and (y) executed originals of Internal Revenue Service Form W-8BEN, or

(V) executed originals of any other form prescribed by Laws or reasonably requested by the Borrower or the Administrative Agent as a basis for claiming exemption from or a reduction in United States Federal withholding tax together with such supplementary documentation as may be prescribed by Laws or reasonably requested by the Borrower or the Administrative Agent to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

(iii) Each Lender shall promptly (A) notify the Borrower and the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction or if any form or certification it previously delivered becomes obsolete or inaccurate or expires, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of Laws of any jurisdiction that the Borrower or the Administrative Agent make any withholding or deduction for taxes from amounts payable to such Lender.

(iv) If a payment made to a Lender under any Loan 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 and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower 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 or the Administrative Agent as may be necessary for the Borrower 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.

(f) Treatment of Certain Refunds. Unless required by Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or the L/C Issuer, or have any obligation to pay to any Lender or the L/C Issuer, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or the L/C Issuer, as the case may be. If the Administrative Agent, any Lender or the L/C Issuer determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 3.01, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 3.01 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses incurred by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Administrative Agent, such Lender or the L/C Issuer, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or the L/C Issuer in the event the Administrative Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent, any Lender or the L/C Issuer to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Eurodollar Rate Loans, or to determine or charge interest rates based upon the Eurodollar Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Eurodollar Rate Loans or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Rate Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain

such Eurodollar Rate Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates. If the Required Lenders determine that for any reason in connection with any request for a Eurodollar Rate Loan or a conversion to or continuation thereof that (a) Dollar deposits are not being offered to banks in the London interbank Eurodollar market for the applicable amount and Interest Period of such Eurodollar Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan, or (c) the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain Eurodollar Rate Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

3.04 Increased Costs; Reserves on Eurodollar Rate Loans.

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

(i) impose, modify or deem applicable any reserve, special deposit, 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 contemplated by Section 3.04(e)) or the L/C Issuer;

(ii) subject any Lender or the L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Eurodollar Rate Loan made by it, or change the basis of taxation of payments to such Lender or the L/C Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or the L/C Issuer); or

(iii) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Rate 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 of making or maintaining any Eurodollar Rate Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer 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 or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, the Borrower will pay to such Lender or the L/C Issuer, as the

case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer'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 held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section 3.04 and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or the L/C Issuer, 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 L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Reserves on Eurodollar Rate Loans. The Borrower shall pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurodollar Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent manifest error), which shall be due and payable on each date on which interest is payable on such Loan, provided the Borrower shall have received at least ten (10) days' prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails

to give notice ten (10) days prior to the relevant Interest Payment Date, such additional interest shall be due and payable ten (10) days from receipt of such notice.

3.05 Compensation for Losses. Within ten (10) Business Days after demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a 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);

(b) any failure by the 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 a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Eurodollar Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 10.13;

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 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 to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Rate Loan made by it at the Eurodollar 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 Eurodollar Rate Loan was in fact so funded. With respect to Sections 3.02, 3.03 3.04(e) and 3.05 hereof, each Lender shall treat the Borrower in the same manner as such Lender treats other similarly situated borrowers.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or the Borrower is required to pay any additional amount to any Lender, the L/C Issuer, or any Governmental Authority for the account of any Lender or the L/C Issuer pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender or the L/C Issuer shall, as applicable, 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 or the L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender or the L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or the L/C Issuer, as the case may be. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender or the L/C Issuer in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the Borrower may replace such Lender in accordance with Section 10.13.

3.07 Survival. Subject to the limitation in Section 3.04(d) (to the extent applicable), all of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder, and resignation of the Administrative Agent.

ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Initial Credit Extension. The obligation of the L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement and the Guaranty, sufficient in number for distribution to the Administrative Agent, each Lender and the Borrower;

(ii) Notes executed by the Borrower in favor of each Lender requesting a Note;

(iii) (x) a second amended and restated security agreement, in substantially the form of Exhibit F-1 (together with each other security agreement and Security Agreement Supplement delivered pursuant to Section 6.12, in each case as amended, the "Security Agreement"), duly executed by each Loan Party, including a Perfection Certificate in the form attached to the Security Agreement, duly executed by each Loan Party, and (y) a pledge agreement substantially in the form of Exhibit F-2 duly executed by the Borrower and each Guarantor (together with each other pledge agreement and pledge agreement supplement delivered pursuant to Section 6.12, in each case as amended, the "Pledge Agreement"), pledging, *inter alia*, all of the Equity Interests in each Loan Party (other than the Borrower), together with:

(A) Certificates, if any, representing the Pledged Equity referred to therein accompanied by undated stock powers executed in blank and instruments evidencing any pledged debt with a value in excess of $200,000 individually or $1,000,000 in aggregate, together with endorsements in blank;

(B) proper Financing Statements in form appropriate for filing under the Uniform Commercial Code of all jurisdictions that the Collateral Agent may deem necessary or desirable in order to perfect the Liens created under the Security Agreement,

covering the Collateral described in the Security Agreement (provided, that, unless the Collateral Agent deems additional Financing Statements necessary to perfect the Liens created under the Security Agreement, to the extent proper Financing Statements have previously been filed with respect to a Loan Party in connection with the Previous Credit Agreement, no additional filings will be necessary and it is agreed that such Financing Statements shall remain in effect with respect to the Liens under the Loan Documents);

(C) completed requests for information, dated on or before the date of the initial Credit Extension, listing all other effective financing statements filed in the jurisdictions referred to in clause (B) above that name any Loan Party as debtor, together with copies of such other financing statements;

(D) evidence of the completion of all other actions, recordings and filings of or with respect to the Security Agreement that the Collateral Agent may deem necessary or desirable in order to perfect the Liens created thereby;

(E) any Control Agreements required by the Security Agreement, duly executed by the appropriate parties; and

(F) evidence that all other actions that the Collateral Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents have been taken (including receipt of duly executed payoff letters, UCC-3 termination statements and landlord's and bailee's waivers and consent agreements; it being agreed, however, that Borrower need only exercise commercially reasonable efforts to obtain such landlord's waivers if the value of the non-real estate Collateral at any leased location is in excess of $3,000,000);

(iv) Borrower shall have (x) consummated its first underwritten public offering of its limited partnership interests pursuant to a registration statement that has been declared effective by the SEC on terms and pursuant to documentation reasonably satisfactory to the Administrative Agent and in compliance with Law and (y) received at least $114,000,000 in gross cash proceeds from such public offering;

(v) With respect to each Mortgaged Property that was mortgaged under the Previous Credit Agreement (as identified on Schedule 5.08(c)), amended and restated deeds of trust, trust deeds, deeds to secure debt and mortgages in substantially the form of Exhibit G-1 (with such changes as may be satisfactory to the Collateral Agent and its counsel to account for local law matters) and covering each such Mortgaged Property, duly executed by the appropriate Loan Party (it being agreed, however, that no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required under this Agreement), together with:

(A) evidence that counterparts of the Mortgages have been duly executed, acknowledged and delivered and are in form suitable for filing or recording in all filing or recording offices that the Collateral Agent may deem necessary or desirable in order to create a valid first and subsisting Lien on the property described therein in favor of the Collateral Agent

for the benefit of the Secured Parties and that all filing, documentary, stamp, intangible and recording taxes and fees have been paid; and

(B) a current record owner and lien certificate, updated title insurance commitment, or other title search reasonably acceptable to the Administrative Agent for each such Mortgaged Property showing no intervening Liens since the recording of the corresponding "Mortgage" (as that term is defined in the Previous Credit Agreement);

(C) evidence of the property insurance required by the terms of the Mortgages;

(D) evidence that all other action that the Collateral Agent may deem necessary or desirable in order to create valid first and subsisting Liens on the property described in the Mortgages has been taken; and

(E) a certification from a registered engineer or land surveyor in a form reasonably satisfactory to the Administrative Agent, or other evidence reasonably acceptable to the Administrative Agent, that none of the properties subject to a Mortgage are located within any area designated by the Director of the Federal Emergency Management Agency as a "special flood hazard" area or, if any such property is located within a "special flood hazard" area, evidence of a flood insurance policy (if such insurance is required by Law), which insurance shall cover real property and any personal property of any Loan Party, from a company and in an amount reasonably satisfactory to the Administrative Agent for the applicable portion of the premises, naming the Administrative Agent, for the benefit of the Lenders, as mortgagee and loss payee;

provided, however, that with respect to the real properties of any Loan Party located in the State of New York and owned on the Closing Date, no mortgage shall be required hereunder and such real properties shall not be Mortgaged Properties under this Agreement;

(vi) With respect to each Mortgaged Property that was not mortgaged under the Previous Credit Agreement (as identified on Schedule 5.08(c)), deeds of trust, trust deeds, deeds to secure debt and mortgages in substantially the form of Exhibit G-2 (with such changes as may be satisfactory to the Collateral Agent and its counsel to account for local law matters) and covering each such Mortgaged Property, duly executed by the appropriate Loan Party (it being agreed, however, that no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required under this Agreement), together with:

(A) evidence that counterparts of the Mortgages have been duly executed, acknowledged and delivered and are in form suitable for filing or recording in all filing or recording offices that the Collateral Agent may deem necessary or desirable in order to create a valid first and subsisting Lien on the property described therein in favor of the Collateral Agent for the benefit of the Secured Parties and that all filing, documentary, stamp, intangible and recording taxes and fees have been paid;

(B) (i) fully paid American Land Title Association Lender's Extended Coverage title insurance policies, with endorsements and in amounts reasonably

acceptable to the Collateral Agent, issued by a title company reasonably acceptable to the Administrative Agent insuring the Mortgages under this Section 4.01(a)(vi) to be valid first and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens) and such coinsurance and direct access reinsurance as the Collateral Agent may deem necessary or desirable (the "Mortgage Policies" and each a "Mortgage Policy"); it being agreed, however, that to the extent any Mortgage Policy cannot be delivered on the Closing Date, Borrower shall have sixty (60) days after the Closing Date to deliver such Mortgage Policy (or such longer period as the Administrative Agent shall agree);

(C) to the extent reasonably available to the Borrower without incurring additional out-of-pocket costs or expenses, ALTA/ASCM land title surveys of each such Mortgaged Property;

(D) evidence of the property insurance required by the terms of the Mortgages;

(E) evidence that all other action that the Collateral Agent may deem necessary or desirable in order to create valid first and subsisting Liens on the property described in the Mortgages has been taken; and

(F) a certification from a registered engineer or land surveyor in a form reasonably satisfactory to the Administrative Agent, or other evidence reasonably acceptable to the Administrative Agent, that none of the properties subject to a Mortgage are located within any area designated by the Director of the Federal Emergency Management Agency as a "special flood hazard" area or, if any such property is located within a "special flood hazard" area, evidence of a flood insurance policy (if such insurance is required by Law), which insurance shall cover real property and any personal property of any Loan Party, from a company and in an amount reasonably satisfactory to the Administrative Agent for the applicable portion of the premises, naming the Administrative Agent, for the benefit of the Lenders, as mortgagee and loss payee;

provided, however, that with respect to the real properties of any Loan Party located in the State of New York and owned on the Closing Date, no mortgage shall be required hereunder and such real properties shall not be Mortgaged Properties under this Agreement;

(vii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(viii) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that

each Loan Party is validly existing, in good standing and qualified to engage in business in its jurisdiction of formation and each other jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; it being agreed that to the extent a Loan Party has previously delivered to the Administrative Agent a copy of its formation or incorporation documents, as applicable, that have been certified by an official of the state or commonwealth of its formation or incorporation, as applicable (and there have not been any changes to the previously certified document), such Loan Party does not need to obtain an updated copy of such document certified by an official of the state or commonwealth of its formation or incorporation, as applicable;

(ix) favorable opinions addressed to the Administrative Agent and each Lender of (A) Duane Morris LLP, counsel to the Loan Parties, as to the matters set forth in Exhibit H and such other matters concerning the Loan Parties and the Loan Documents as the Required Lenders may reasonably request, and (B) local real estate counsel in Ohio and Kentucky counsel to the Loan Parties, as to various mortgage matters;

(x) a certificate of a Responsible Officer of each Loan Party either (A) attaching copies of all consents, licenses and approvals (including, without limitation, any consents of existing subordinated debt holders) required in connection with the execution, delivery and performance by such Loan Party or and the validity against such Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such consents, licenses or approvals are so required;

(xi) a certificate signed by a Responsible Officer of the Borrower certifying (A) that the conditions specified in this Sections 4.02 have been satisfied; and (B) that there has been no event or circumstance since the date of the Audited Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect;

(xii) certificates attesting to the Solvency of each Loan Party before and after giving effect to the transactions contemplated by this Agreement, from the Borrower;

(xiii) copies of the Audited Financial Statements, certified by the Borrower;

(xiv) evidence that all insurance required to be maintained pursuant to the Loan Documents has been obtained and is in effect, together with the certificates of insurance, naming the Administrative Agent, on behalf of the Lenders, as an additional insured, mortgagee or lender loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral;

(xv) a duly completed compliance certificate, signed by a Responsible Officer of the Borrower, evidencing that the Combined Leverage Ratio is no greater than 3.50 to 1.00 on the Closing Date, as determined on a Pro Forma Basis after giving effect to the transactions contemplated hereby;

(xvi) executed counterparts of the Hazardous Material Indemnity;

(xvii) with respect to each Operating Lease (as such term is defined in each of the Mortgages), a duly executed subordination agreement in form and substance reasonably satisfactory to the Administrative Agent; and

(xviii) such other assurances, certificates, documents, consents or opinions as the Administrative Agent, the L/C Issuer or any Lender reasonably may require.

(b) Borrower shall have delivered to the Administrative Agent Borrower's pro forma balance sheet as shown in Borrower's S-1 Registration Statement, which shall be reasonably satisfactory to the Administrative Agent in all respects.

(c) Borrower shall have delivered to Administrative Agent, Predecessor's quarterly financials on a year to date and trailing twelve month pro forma basis for the most recent fiscal quarter ending at least 45 days prior to the Closing Date.

(d) The Borrower and each other Loan Party shall have provided all documentation and other information reasonably requested by the Administrative Agent or any Lender in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(e) Lehigh shall have been replaced by a Loan Party hereunder as the applicant on all Existing Letters of Credit pursuant to amendments to the Existing Letters of Credit.

(f) (i) All fees required to be paid to the Administrative Agent and the Arranger on or before the Closing Date shall have been paid and (ii) all fees required to be paid to the Lenders on or before the Closing Date shall have been paid.

(g) Unless waived by the Administrative Agent, the Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

Without limiting the generality of the provisions of the last paragraph of Section 9.03, for purposes of determining compliance with the conditions specified in this Section 4.01, 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.

4.02 Conditions to all Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Eurodollar Rate Loans) is subject to the following conditions precedent:

(a) The representations and warranties (i) of the Borrower, contained in Article V of this Agreement, and (ii) of each of the Loan Parties, contained in the Loan Documents or in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in Sections 5.05(a) and (b) shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b), respectively.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, the L/C Issuer shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Eurodollar Rate Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Administrative Agent and the Lenders, with respect to itself and each Subsidiary:

5.01 Existence, Qualification and Power. The Borrower and each of its Subsidiaries: (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization; (b) has all requisite corporate, partnership or limited liability company, as may be applicable, power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party; and (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Loan Party is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not: (a) contravene

the terms of any of such Loan Party's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien (other than in favor of the Collateral Agent pursuant to the Collateral Documents) under, give rise to any right of first refusal or right of first offer or any similar right or option to purchase any

property subject to a Mortgage, or require any payment to be made under (i) any Contractual Obligation to which such Loan Party is a party or affecting such Loan Party or the properties of such Loan Party or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property is subject; or (c) violate any Law.

5.03 Governmental Authorization; Other Consents. 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 5.03(a), no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person (other than (i) actions or filings necessary to create or perfect the Liens required hereby or by any other Loan Document and (ii) actions or filings that have been taken or made and are in full force and effect) is necessary or required in connection with: (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document; (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents; (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the first priority nature thereof); or (d) the exercise by the Administrative Agent, the Collateral Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents; and, except for any ROFR or Repurchase Option set forth on Schedule 5.03(b) or any Mortgaged Property subject to a ROFR Statute, the execution, delivery, or performance of the Mortgages and the Collateral 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.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party hereto or thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of each Loan Party, enforceable against each Loan Party that is party hereto or thereto in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity.

5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements delivered or to be delivered under Section 6.01(a): (i) were or will be (as the case may be) prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present in all material respects the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) The unaudited quarterly combined balance sheets of the Combined Group, and the related combined statements of operations, changes in partners' capital and cash flows delivered under Section 6.01(b) (i) will be prepared in accordance with GAAP consistently

applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) will fairly present in all material respects the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(c) Since December 31, 2011, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(d) The combined forecasted balance sheets, statements of income and cash flows of the Combined Group delivered pursuant to Section 4.01 were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, the Borrower's best estimate of its future financial condition and performance.

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against any of the Loan Parties or any of their Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) either individually or in the aggregate, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

5.07 No Default. Neither any Loan Party nor any Subsidiary thereof is in default under or with respect to, or a party to, any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each of its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business (including, without limitation, the owned real properties listed on Schedule 5.08(c) or the leased real properties listed on Schedule 5.08(d)(i), except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.08(b) sets forth a list of all monetary Liens on the property or assets of each Loan Party and each of its Subsidiaries, which list is complete and accurate in all material respects, showing as of the date hereof the lienholder thereof, the principal amount of the obligations secured thereby and the property or assets of such Loan Party or such Subsidiary subject thereto. The property of each Loan Party and each of its Subsidiaries is subject to no Liens, other than Liens set forth on Schedule 5.08(b), and as otherwise permitted by Section 7.01.

(c) Schedule 5.08(c) sets forth a list of all real property owned by each Loan Party and each of its Subsidiaries, which list is complete and accurate in all material respects,

showing as of the date hereof the street address, county or other relevant jurisdiction, state, record owner. Each Loan Party and each of its Subsidiaries has good, marketable and insurable fee simple title to the real property owned by such Loan Party or such Subsidiary, free and clear of all Liens, other than Liens created or permitted by the Loan Documents, including the Permitted Encumbrances.

(d) (i) Schedule 5.08(d)(i) sets forth a list of all leases of real property under which any Loan Party or any of Subsidiary of a Loan Party is the lessee, which list is complete and accurate in all material respects, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and monthly rental cost thereof. To the Borrower's knowledge, each such lease is the legal, valid and binding obligation of the lessor thereof, enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity. No default by the Borrower or any of its Subsidiaries exists under any such lease that could reasonably be expected to result in termination of such lease by the landlord of such lease, nor has the Borrower or any of its Subsidiaries committed any act or omission nor, to Borrower's knowledge, has any other event occurred which, with the passage of time or the giving of notice, or both, would constitute such a default.

(ii) Schedule 5.08(d)(ii) sets forth a list of all Leases of real property under which any Loan Party or any of Subsidiary of a Loan Party is the lessor, which list is complete and accurate in all material respects, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and monthly rental cost thereof. To the Borrower's knowledge, each such Lease is the legal, valid and binding obligation of the lessee thereof, enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity. No default by the Borrower or any of its Subsidiaries exists under any such Lease that could reasonably be expected to result in termination of such Lease by the tenant of such Lease, nor has the Borrower or any of its Subsidiaries committed any act or omission nor, to Borrower's knowledge, has any other event occurred which, with the passage of time or the giving of notice, or both, would constitute such a default.

(iii) Neither the Borrower nor any of its Subsidiaries has delivered or received any written notice regarding a default under any Lease that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, which default remains uncured as of the Closing Date.

(e) Schedule 5.08(e) sets forth a complete and accurate list of all Investments held by the Borrower or any of its Subsidiary on the date hereof, showing, in each case, as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

(f) There exists no default or breach any of the Repurchase Options, Use Restrictions and/or any ROFR, and, except as set forth on Schedule 5.03(a), no facts exist that would trigger any ROFR Statute, any of the Repurchase Options and/or any ROFR.

5.09 Environmental Compliance.

(a) The Loan 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 Loan 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 Hazardous Materials, 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 Loan 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 Loan 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 Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any of its Subsidiaries or, to the best of the knowledge of the Borrower, on any property formerly owned or operated by the Borrower or any of its Subsidiaries; no contamination has been found in any well located on property currently owned or operated by any Loan Party or any of its Subsidiaries; there is no asbestos or asbestos-containing material on any property currently owned or operated by the Borrower or any of its Subsidiaries; and Hazardous Materials 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 Loan Party or any of its Subsidiaries.

(c) Except for any investigation, assessment, remedial action, or response action undertaken by or on behalf of any Loan 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 Hazardous Materials as could not reasonably be expected to have a Material Adverse Effect, neither any Loan 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 Hazardous Materials 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 Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan 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 Loan Party or any of its Subsidiaries.

5.10 Insurance. The properties of the Loan Parties and their Subsidiaries are insured with companies having an A.M. Best Rating of at least A- and are not Affiliates of the Loan 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 Loan Party or the applicable Subsidiary operates.

5.11 Taxes. The Loan Parties and their Subsidiaries have filed all Federal, state and other material tax returns and reports required to be filed, and have paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. To the Borrower's knowledge, there is no proposed tax assessment against any Loan Party or any of its Subsidiaries that would, if made, have a Material Adverse Effect. Neither any Loan Party nor any of Subsidiary thereof is party to any tax sharing agreement.

5.12 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state Laws. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. The Loan Parties and each ERISA Affiliate have made all required contributions to each Plan subject to Section 412 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan.

(b) There are no pending or, to the knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither any Loan Party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; (v) neither any Loan Party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA, and (vi) neither any Loan Party nor any ERISA Affiliate has any contingent liability with respect to any post-retirement "welfare benefit plan" (as such term is defined in ERISA) except as been disclosed to the Administrative Agent and the Lenders in writing.

5.13 Subsidiaries; Equity Interests; Loan Parties. No Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable

and, except for the Equity Interests of the Borrower, are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13 free and clear of all Liens except those created under the Collateral Documents. No Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13. All of the outstanding Equity Interests in the Borrower have been validly issued, are fully paid and non-assessable. Set forth on Part (d) of Schedule 5.13 is a complete and accurate list of all Loan Parties, showing as of the Closing Date (as to each Loan Party) the jurisdiction of its incorporation formation, as applicable, the address of its principal place of business and its U.S. taxpayer identification number or, in the case of any non-U.S. Loan Party that does not have a U.S. taxpayer identification number, its unique identification number issued to it by the jurisdiction of its incorporation. The copy of the charter of each Loan Party and each amendment thereto provided pursuant to Section 4.01(a)(viii) is a true and correct copy of each such document, each of which is valid and in full force and effect.

5.14 Margin Regulations; Investment Company Act.

(a) The Loan Parties are not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock.

(b) None of the Loan Parties, any Person Controlling any Loan Party, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. The Borrower has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it or its Subsidiaries is subject, and all other matters known to the Borrower, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time. With respect to any third party reports, the foregoing representation shall be limited to the knowledge of the Borrower.

5.16 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties (including liquor and lottery licensing laws and zoning and building codes), except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate

proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries owns, or possesses the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other intellectual property rights (collectively, "IP Rights") that are reasonably necessary for the operation of its business, without conflict with the rights of any other Person, and Schedule 5.17 sets forth a complete and accurate list of all such IP Rights owned or used by each Loan Party and each of their Subsidiaries. To the knowledge of the Borrower, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party or any of its Subsidiaries infringes upon any rights held by any other Person. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 Solvency. Each Loan Party is, individually and together with its Subsidiaries on a consolidated basis, Solvent.

5.19 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are currently affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, flood, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.20 Labor Matters. There are no collective bargaining agreements or Multiemployer Plans covering the employees of the Loan Parties or any of their Subsidiaries as of the Closing Date and neither the Loan Parties nor any of their Subsidiaries has suffered any strikes, walkouts, work stoppages or other material labor difficulty within the last five (5) years which could reasonably be expected to have a Material Adverse Effect.

5.21 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable first priority Lien (subject to Liens permitted by Section 7.01 and the Permitted Encumbrances) on all right, title and interest of the respective Loan Parties in the Collateral described therein. Except for filings completed prior to the Closing Date or as contemplated hereby and by the Collateral Documents, no filing or other action will be necessary to perfect or protect such Liens.

5.22 Compliance with OFAC Rules and Regulations. Neither the Borrower, nor Guarantor, nor any of the Borrower's Subsidiaries: (i) is a Sanctioned Person, (ii) has any assets in Sanctioned Countries, or (iii) to the Borrower's knowledge, derives any operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries. No part of the proceeds of any borrowing hereunder will be knowingly used directly or indirectly to fund any operations in, finance any investments or activities in or make any payments to, a Sanctioned Person or a Sanctioned Country.

5.23 Foreign Assets Control Regulations, Etc. Neither the Borrower, nor Guarantor, nor any of the Borrower's Affiliates or 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.), as amended. No Loan Party nor any of its respective 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 Loan Parties (i) is a blocked person described in Section 1 of the Anti-Terrorism Order or (ii) to its knowledge, engages in any dealings or transactions, or is otherwise associated, with any such blocked person.

5.24 Material Contracts. Each Material Contract is in full force and effect and the applicable Loan Party is in good standing under, and in compliance with, the terms and conditions set forth therein.

5.25 Operating and Closed Mortgaged Properties. Schedule 5.25(a) contains a complete and accurate list of each Mortgaged Property that has an operating gas station that is open and operating on a regular basis each week. Schedule 5.25(b) contains a complete and accurate list of each Mortgaged Property that is a gas station that is not operating on a regular basis or is otherwise warehouse space or a vacant parcel of real estate.

5.26 Real Estate Agreements. There exists no default or breach any of the Repurchase Options, Use Restrictions and/or any ROFR, and, except as set forth on Schedule 5.03(a), no facts exist that are known to the Borrower which would trigger any of the Repurchase Options and/or any ROFR.

5.27 Personal Property Insurance in Special Flood Zones. No Loan Party owns any material personal property at a site in a "special flood hazard" area, unless such Loan Party (a) has notified the Administrative Agent that it owns such personal property at a site in a "special flood hazard" area and (b) maintains contents flood insurance reasonably acceptable to the Administrative Agent covering such personal property at a site in a "special flood hazard" area.

ARTICLE VI
AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, the Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, 6.03 and 6.11) cause each other Loan Party and each Subsidiary to:

6.01 Financial Statements. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) as soon as available, but in any event within one hundred thirty five (135) days after the end of each fiscal year of the Borrower (commencing with the fiscal year ending December 31, 2012), Audited Financial Statements, which shall be accompanied by a report and opinion of any independent certified public accountant of nationally recognized standing reasonably acceptable to the Administrative Agent, which report and opinion shall

be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit, and which shall be certified by the chief executive officer, chief financial officer,

treasurer or controller of the general partner of the Borrower to the effect that such Audited Financial Statements are fairly stated in all material respects;

(b) as soon as available, but in any event within forty-five (45) days after the end of each fiscal quarter of each fiscal year of the Borrower (commencing with the first fiscal quarter ending after the Closing Date), a combined balance sheet of the Combined Group as at the end of such fiscal quarter, and the related combined statements of operations, changes in partners' capital, and cash flows for such fiscal quarter and for the portion of the Combined Group fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, such financial statements to be certified by the chief executive officer, chief financial officer, treasurer or controller of the Borrower as fairly presenting in all material respects the financial condition, results of operations, partners' capital and cash flows of the Combined Group in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes;

(c) [Intentionally Omitted]; and

(d) as soon as available, but in any event at least fifteen (15) days before the end of each fiscal year, commencing with the fiscal year ending December 31, 2012, of the Combined Group, an annual business plan and budget (which shall include projected monthly gas volumes) of the Combined Group on a combined basis, including forecasts prepared by management of the Borrower, in form reasonably satisfactory to the Administrative Agent and the Required Lenders, of combined balance sheets and statements of income or operations and cash flows of the Combined Group on a monthly basis for the immediately following fiscal year.

As to any information contained in materials furnished pursuant to Section 6.02(d), the Borrower shall not be separately required to furnish such information under Sections 6.01(a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in Sections 6.01(a) and (b) above at the times specified therein and the information and materials described in Sections 6.01(a) and (b) above shall be due on the same day such information is filed with the SEC.

6.02 Certificates; Other Information.

Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) [Intentionally Omitted];

(b) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b) (commencing with the delivery of the financial statements for the first fiscal quarter ended after the Closing Date); provided, however, that the Compliance Certificate relating to each fiscal year end shall be delivered in connection with the financial statements delivered in accordance with Section 6.01(a), (i) a duly completed Compliance Certificate signed by the chief executive officer, chief financial officer, treasurer or controller of the general partner of the Borrower and (ii) a copy of management's discussion and analysis with respect to such financial statements;

(c) [Intentionally Omitted];

(d) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of the Borrower, and copies of all annual, regular, periodic and special reports and registration statements which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Loan Party or of any of its Subsidiaries pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to Section 6.01 or any other clause of this Section 6.02;

(f) as soon as available, but in any event within thirty (30) days after the end of each fiscal year, commencing with the fiscal year ending December 31, 2012, of the Combined Group, a report summarizing the insurance coverage (specifying type, amount and carrier) in effect for each Loan Party and its Subsidiaries and containing such additional information as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably specify;

(g) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each written notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of any Loan Party or any Subsidiary thereof;

(h) not later than five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all written notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any instrument, indenture, loan or credit or similar agreement and, from time to time upon request by the Administrative Agent, such information and reports regarding such instruments, indentures and loan and credit and similar agreements as the Administrative Agent may reasonably request;

(i) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each written notice, complaint, action or proceeding against any Loan Party or any of its Subsidiaries alleging any noncompliance with, liability or potential liability under, any Environmental Law or Environmental Permit that could reasonably be expected to have a Material Adverse Effect;

(j) [Intentionally Omitted];

(k) concurrently with the delivery of the financial statements referred to in Section 6.01(a) (commencing with the delivery of the financial statements for the fiscal year ended December 31, 2012) a certificate signed by a Responsible Officer of the Borrower (i) setting forth any changes to the information required pursuant to the Perfection Certificate or confirming that there has been no change in such information since the date of the most recently

delivered or updated Perfection Certificate and (ii) certifying that neither the Loan Parties nor any of their Subsidiaries has taken any actions (and is not aware of any actions so taken) to terminate any UCC financing statements or other appropriate filings, recordings or registrations;

(l) promptly after the release thereof to any news organization or news distribution organization, copies of any press releases and other similar statements intended to be made available generally by any Loan Party or its Subsidiaries to the public containing material developments relating to the Loan Parties or their Subsidiary;

(m) on a monthly basis within forty-five (45) days of the last day of the calendar month, a gas volume realization report of the Loan Parties in reasonable detail on a per station basis as at the close of trade on the last day of the prior calendar month;

(n) [Intentionally Omitted]; and

(o) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(d) (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 post such documents, or provide a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Borrower'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); provided that: (A) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (B) the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance the Borrower shall be required to provide copies delivered by telecopier or electronic mail of the Compliance Certificates required by Section 6.02(b) to the Administrative Agent. Except for such Compliance Certificates, the Administrative Agent, in its capacity as such, shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arranger will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do

not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Borrower shall be under no Obligation to mark any Borrower Materials "PUBLIC".

6.03 Notices. Promptly notify the Administrative Agent and each Lender in writing:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect;

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

(d) of any material change in accounting policies or financial reporting practices by any of the Combined Group, including any determination by the Borrower referred to in Section 2.09(b).

Each notice pursuant to Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to

Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable, all of its obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained; (b) all lawful claims which, if unpaid, would by Law become a Lien upon its property, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained; and (c) all Indebtedness, as and when due and payable, but subject to any

subordination provisions contained in any instrument or agreement evidencing such Indebtedness.

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.04 or 7.05; provided, however, that the Loan Parties may consummate any merger or consolidation permitted under Section 7.04; (b) take all reasonable action to maintain all rights, privileges, permits, licenses (including liquor and lottery licenses) and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (b) make all necessary repairs thereto and renewals and replacements thereof; and (c) use the standard of care typical in the industry in the operation and maintenance of its facilities, except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance. Maintain with companies having an A.M. Best Rating of at least A- not Affiliates of the Borrower, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons. In addition, except as otherwise provided in this Section 6.07, the Borrower shall maintain in good standing all of its existing environmental insurance and shall do nothing to materially alter the coverage afforded thereunder. The Borrower shall maintain and renew (or cause the other Loan Parties to maintain and renew) all Underground Storage Tank coverages, including at all leased properties, and, where applicable, remain in good standing with any State-administered Underground Storage Tank Fund. The Borrower shall not be required to renew any existing multi-year transactional pollution policies or cost-cap insurance beyond their original expiration dates. The Administrative Agent shall be named as an additional insured on any such environmental insurance policy.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. (a) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of such Loan Party or any Subsidiary, as the case may be; and (b) maintain such books of record and account in material

conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over such Loan Party or any Subsidiary, as the case may be.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that when an Event of Default exists the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice.

6.11 Use of Proceeds. Use the proceeds of Borrowings and L/C Credit Extensions (a) for working capital, Capital Expenditures, and other general corporate or company purposes, (b) to pay fees and expenses associated with the transactions contemplated hereby, (c) to finance future Permitted Acquisitions and Permitted Minor Acquisitions, (d) to refinance a portion of existing Indebtedness under the Previous Credit Agreement, in each case not in contravention of any Law or of any Loan Document and (e) to finance the cost of restoration of any Mortgaged Property damaged by a fire, other casualty or taking.

6.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon the formation or acquisition of any new direct or indirect Subsidiary (other than a Foreign Subsidiary which shall be governed by Section 6.12(a)(iii)(2) or in connection with a Permitted Minor Acquisition which shall be governed by Section 6.12(d)) by any Loan Party, then the Borrower shall, at the Borrower's expense:

(i) within ten (10) days after such formation or acquisition, cause such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a Global Supplement, guaranteeing the other Loan Parties' obligations under the Loan Documents, together with a certified copy of its Organizational Documents and resolutions authorizing the above actions, each, in form and substance satisfactory to the Administrative Agent;

(ii) within ten (10) days after such formation or acquisition, furnish to the Administrative Agent a description of the real and personal properties of such Subsidiary, in detail reasonably satisfactory to the Administrative Agent;

(iii) within fifteen (15) days after such formation or acquisition, (1) cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to duly execute and deliver to the Collateral Agent deeds of trust, trust deeds, deeds to secure debt, mortgages (it being agreed that (x) no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required and (y) if, as determined by the Administrative Agent in its reasonable discretion, the cost of perfecting a first priority security interest in favor of the Collateral Agent for the benefit of the Secured Parties on

any real property located in the state of New York exceeds the benefit of perfection on such property, the Administrative Agent may waive this requirement for any such real property located in the state of New York), Security Agreement Supplements, Control Agreements and other security and pledge agreements, as specified by and in form and substance reasonably satisfactory to the Administrative Agent (including delivery of all Pledged Equity in and of such Subsidiary, and other instruments of the type specified in Section 4.01(a)(iii)), securing payment of all the Obligations of such Subsidiary or such parent, as the case may be, under the Loan Documents and constituting Liens on all such real and personal properties, and (2) cause such Foreign Subsidiary and each direct parent thereof to execute and deliver to the Administrative Agent a pledge agreement pledging 65% of the interests therein to the Administrative Agent, as specified by and in form and substance satisfactory to the Administrative Agent (including delivery of such Pledged Equity in and of 65% of such Foreign Subsidiary, and other instruments of the type specified in Section 4.01(a)(iii); provided, that, only sixty-five (65%) percent of the total outstanding voting Equity Interest of any Subsidiary of any Loan Party that is a controlled foreign corporation (and none of the Equity Interest of any Subsidiary of such controlled foreign corporation) shall be required to be pledged.

(iv) within thirty (30) days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to take whatever action (including the recording of Mortgages, the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary or advisable in the reasonable opinion of the Administrative Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and subsisting Liens on the properties purported to be subject to the deeds of trust, trust deeds, deeds to secure debt, mortgages (it being agreed that (x) no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required and (y) if, as determined by the Administrative Agent in its reasonable discretion, the cost of perfecting a first priority security interest in favor of the Collateral Agent for the benefit of the Secured Parties on any real property located in the state of New York exceeds the benefit of perfection on such property, the Administrative Agent may waive this requirement for any such real property located in the state of New York), Security Agreement Supplements, and security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms;

(v) in the event the Investment associated with a formation or acquisition exceeds $1,000,000 or an issue arises with respect to which the Administrative Agent reasonably requests an opinion, within thirty (30) days after such formation or acquisition, deliver to the Administrative Agent, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties reasonably acceptable to the Administrative Agent as to the matters contained in clauses (i), (iii) and (iv) above, and as to such other matters as the Administrative Agent may reasonably request; and

(vi) as promptly as practicable after such formation or acquisition, deliver, upon the request of the Administrative Agent in its reasonable discretion, to the Administrative Agent with respect to each parcel of real property owned or held by the entity that is the subject of such formation or acquisition flood certifications and a copy of any owner's title insurance policy obtained by such entity; it being agreed that the Administrative Agent shall

not require title insurance policies with respect to any deeds of trust, trust deeds, deeds to secure debt or mortgages delivered pursuant to this Section 6.12(a).

(b) Upon the acquisition of any property by any Loan Party (other than a leasehold estate in real property or in connection with a Permitted Minor Acquisition, which shall be governed by Section 6.12(d)), if such property shall not already be subject to a perfected first priority security interest in favor of the Collateral Agent for the benefit of the Secured Parties, then the Borrower shall, at the Borrower's expense:

(i) within ten (10) days after such acquisition, furnish to the Administrative Agent a description of the property so acquired in detail satisfactory to the Administrative Agent;

(ii) within fifteen (15) days after such acquisition, cause the applicable Loan Party to duly execute and deliver to the Collateral Agent deeds of trust, trust deeds, deeds to secure debt, mortgages (it being agreed that (x) no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required and (y) if, as determined by the Administrative Agent in its reasonable discretion, the cost of perfecting a first priority security interest in favor of the Collateral Agent for the benefit of the Secured Parties on any real property located in the state of New York exceeds the benefit of perfection on such property, the Administrative Agent may waive this requirement for any such real property located in the state of New York), Security Agreement Supplements, Control Agreements and other security and pledge agreements, as specified by and in form and substance reasonably satisfactory to the Administrative Agent, securing payment of all the Obligations of the applicable Loan Party under the Loan Documents and constituting Liens on all such properties;

(iii) within thirty (30) days after such acquisition, cause the applicable Loan Party to take whatever action (including the recording of Mortgages, the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary or advisable in the reasonable opinion of the Administrative Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and subsisting Liens on such property, enforceable against all third parties;

(iv) in the event the Investment associated with an acquisition exceeds $1,000,000 or an issue arises with respect to which the Administrative Agent reasonably requests an opinion within thirty (30) days after such acquisition, deliver to the Administrative Agent, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties reasonably acceptable to the

Administrative Agent as to the matters contained in clauses (ii) and (iii) above and as to such other matters as the Administrative Agent may reasonably request; and

(v) as promptly as practicable after any acquisition of real property (but not a leasehold estate), deliver, upon the request of the Administrative Agent in its reasonable discretion, to the Administrative Agent with respect to such real property flood certifications and a copy of any owner's title insurance policy obtained by any Loan Party; it being agreed that the Administrative Agent shall not require title insurance policies with respect

to any deeds of trust, trust deeds, deeds to secure debt or mortgages delivered pursuant to this Section 6.12(b).

(c) Upon the request of the Administrative Agent following the occurrence and during the continuance of a Default, the Borrower shall, at the Borrower's expense:

(i) within ten (10) days after such request, furnish to the Administrative Agent a description of the real and personal properties of the Loan Parties and their respective Subsidiaries in detail reasonably satisfactory to the Administrative Agent;

(ii) within fifteen (15) days after such request, duly execute and deliver, and cause each Subsidiary (other than a Foreign Subsidiary) thereof (if it has not already done so) to duly execute and deliver, to the Administrative Agent deeds of trust, trust deeds, deeds to secure debt, mortgages (it being agreed that (x) no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required and (y) if, as determined by the Administrative Agent in its reasonable discretion, the cost of perfecting a first priority security interest in favor of the Collateral Agent for the benefit of the Secured Parties on any real property located in the state of New York exceeds the benefit of perfection on such property, the Administrative Agent may waive this requirement for any such real property located in the state of New York), Security Agreement Supplements, and other security and pledge agreements, as specified by and in form and substance reasonably satisfactory to the Administrative Agent (including delivery of all Pledged Equity and pledged debt in and of such Subsidiary, and other instruments of the type specified in Section 4.01(a)(iii)), securing payment of all the Obligations of the applicable Loan Party under the Loan Documents and constituting Liens on all such properties;

(iii) within thirty (30) days after such request, take, and cause each Subsidiary (other than a Foreign Subsidiary) thereof to take, whatever action (including the recording of mortgages, the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary or advisable in the reasonable opinion of the Administrative Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and subsisting Liens on the properties purported to be subject to the deeds of trust, trust deeds, deeds to secure debt, mortgages (it being agreed that no leasehold mortgages or leasehold deeds of trust shall be required), Security Agreement Supplements, and security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms;

(iv) within thirty (30) days after such request, deliver to the Administrative Agent, upon the request of the Administrative Agent in its sole discretion, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (ii) and (iii) above, and as to such other matters as the Administrative Agent may reasonably request; and

(v) as promptly as practicable after such request, deliver, upon the request of the Administrative Agent in its reasonable discretion, to the Administrative Agent with respect to each parcel of real property owned or held by the Borrower and their

Subsidiaries, title reports, appraisals, flood certifications, surveys and engineering, soils and other reports, and environmental assessment reports, each in scope, form and substance reasonably satisfactory to the Administrative Agent, provided, however, that to the extent that any Loan Party or any of its Subsidiaries shall have otherwise received any of the foregoing items with respect to such real property, such items shall, promptly after the receipt thereof, be delivered to the Administrative Agent.

(d) Upon the occurrence of any Permitted Minor Acquisition, the Borrower shall (or shall cause to be taken), at the Borrower's expense:

(i) in the case of a Permitted Minor Acquisition which involves the acquisition of a new direct or indirect Subsidiary by any Loan Party, the actions required under Section 6.12(a) by either (A) the last day of the calendar quarter in which such Permitted Minor Acquisition occurred or (B) if such Permitted Minor Acquisition occurred in the last thirty (30) days of a calendar quarter, by the last day of the calendar quarter immediately following the calendar quarter in which such Permitted Minor Acquisition occurred; or

(ii) in the case of a Permitted Minor Acquisition which involves the acquisition of any property (other than a leasehold interest in real property) by any Loan Party, the actions required under Section 6.12(b) by either (A) the last day of the calendar quarter in which such Permitted Minor Acquisition occurred or (B) if such Permitted Minor Acquisition occurred in the last thirty (30) days of a calendar quarter, by the last day of the calendar quarter immediately following the calendar quarter in which such Permitted Minor Acquisition occurred.

(e) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem reasonably necessary or desirable in obtaining the full benefits of, or (as applicable) in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, deeds to secure debt, mortgages (it being agreed that no leasehold deeds of trust, leasehold trust deeds, leasehold deeds to secure debt or leasehold mortgages shall be required), Security Agreement Supplements, and other security and pledge agreements.

6.13 Compliance with Environmental Laws. Comply, and cause all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits, except such non-compliance as does not materially impair the value of the properties as to which such non-compliance relates; obtain and renew all Environmental Permits necessary for its operations and properties; and

conduct any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action necessary to remove and clean up all Hazardous Materials from any of its properties, in accordance with the requirements of all Environmental Laws; provided, however, that neither the Borrower nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

6.14 Preparation of Environmental Reports. At the request of the Required Lenders from time to time (but not more than once a year unless an Event of Default then exists), provide,

at the expense of the Borrower, to the Administrative Agent within sixty (60) days after the Administrative Agent has made a request for such report or data setting forth a basis for the request, an environmental site assessment report or other reasonable environmental data for any of its properties described in such request, indicating the presence or absence of Hazardous Materials or any violation of Environmental Laws and the estimated cost of any compliance, removal or remedial action in connection with any Hazardous Materials on such properties prepared by an environmental consulting firm reasonably acceptable to the Administrative Agent; without limiting the generality of the foregoing, if the Administrative Agent determines at any time that a material risk exists that any such report will not be provided within the time referred to above, the Administrative Agent may, in lieu of requiring the Borrower to provide such report within the time referred to above, retain an environmental consulting firm to prepare such report at the expense of the Borrower (a copy of which will be provided to the Borrower at its request), and the Borrower hereby grants and agrees to cause any Subsidiary that owns any property described in such request to grant at the time of such request to the Administrative Agent, the Lenders, such firm and any agents or representatives thereof an irrevocable non-exclusive license, subject to the rights of tenants, to enter onto their respective properties to undertake such an assessment.

6.15 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation thereof, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by Law, subject any Loan Party's or any of its Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of its Subsidiaries is or is to be a party, and cause each of its Subsidiaries to do so.

6.16 Compliance with Terms of Leaseholds. Make all payments and otherwise perform all obligations in respect of all leases of real property to which the Borrower or any of the other Loan 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.

6.17 [Intentionally Omitted].

6.18 Lien Searches. Promptly following receipt of the acknowledgment copy of any financing statements filed under the Uniform Commercial Code in any jurisdiction by or on behalf of the Secured Parties, deliver to the Administrative Agent completed requests for information listing such financing statement and all other effective financing statements filed in such jurisdiction that name any Loan Party as debtor, together with copies of such other financing statements.

6.19 Material Contracts. Perform and observe all the terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect, enforce each such Material Contract in accordance with its terms, take all such action to such end as may be from time to time reasonably requested by the Administrative Agent and, upon request of the Administrative Agent, make to each other party to each such Material Contract such demands and requests for information and reports or for action as any Loan Party or any of its Subsidiaries is entitled to make under such Material Contract, 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 reasonably be expected to have a Material Adverse Effect.

6.20 [Intentionally Omitted].

6.21 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, enforce each such Repurchase Option, Use Restriction and ROFR in accordance with its terms, shall not, except in connection with the Contribution Agreement, 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 Loan Party to be in compliance with any applicable Repurchase Option, Use Restrictions or ROFR. It is agreed that (a) the Loan Parties shall use commercially reasonable efforts to obtain all consents, waivers, release or similar dispensations as required from the holders of Repurchase Options and ROFRs and from the franchisees or similar Persons under a ROFR Statute as set forth on Schedule 5.03(a) arising from the transfers under the Contribution Agreement and (b) 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 6.21.

6.22 Post-Closing Matters. As soon as possible, but in any event no later than forty-five (45) days after the Closing Date, the Administrative Agent shall have received an executed Getty Intercreditor Agreement.

ARTICLE VII
NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, the Borrower shall not, nor shall it permit any Loan Party or any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, or sign or file or suffer to exist under the Uniform Commercial Code of any jurisdiction a financing statement that names Borrower, any Loan Party or any Subsidiary as debtor, or assign any accounts or other right to receive income, other than the following:

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the date hereof and listed on Schedule 5.08(b), and any renewals or extensions thereof, provided that (i) the description of the property covered by such Liens is not changed, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(d), (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(d);

(c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(d) carriers', warehousemen's, mechanics', materialmen's, 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 and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;

(e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) 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, including without limitation the Permitted Encumbrances;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens securing Indebtedness permitted under Section 7.02(f); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (ii) the Indebtedness secured thereby does not exceed on the date of acquisition the cost or fair market value, whichever is lower, of the property being acquired;

(j) other Liens securing Indebtedness outstanding in an aggregate principal amount not to exceed $6,000,000; provided that no such Lien shall extend to or cover any Collateral;

(k) 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;

(l) banker's Liens, rights of setoff and similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts of any Loan Party (which accounts are otherwise permitted by the Loan Documents);

(m) leases, subleases, licenses and sublicenses of assets, in each case, entered into by the Borrower or any of its Subsidiary in the ordinary course of business;

(n) Liens arising by virtue of Uniform Commercial Code financing statement filings regarding operating leases entered into by the Borrower or any of its Subsidiary in the ordinary course of business;

(o) Liens imposed by Section 107(l) of CERCLA or any other Environmental Law for costs or damages that are not yet due or are being contested in good faith by appropriate proceedings;

(p) each Operating Lease (as such term is defined in each of the Mortgages);

(q) purchase rights and rights of refusal that constitute Permitted Encumbrances; and

(r) 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; provided, however, after the Getty Intercreditor has been entered into, Getty may also have a Lien on any rents payable under any subleases of any premises subject to the Getty Lease on the terms, and subject to the limitations set forth in, the Getty Intercreditor Agreement.

7.02 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except the following:

(a) obligations (contingent or otherwise) existing or arising under any Hedge Contract, provided that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates and (ii) such Hedge Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party;

(b) Indebtedness of any Loan Party owed to any other Loan Party, which Indebtedness shall (i) in the case of Indebtedness owed to a Loan Party, constitute pledged debt under the Security Agreement to the extent required thereunder, (ii) be on terms (including subordination terms) acceptable to the Administrative Agent and (iii) be otherwise permitted under the provisions of Section 7.03;

(c) Indebtedness under the Loan Documents;

(d) Indebtedness outstanding on the date hereof and listed on Schedule 7.02, and any refinancings, refundings, renewals or extensions thereof; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal 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 refinancing, refunding, renewal or extension; and provided, further, that the terms relating to principal amount, amortization, maturity, collateral (if any) and subordination (if any), and other material terms taken as a whole, of any such refinancing, refunding, renewing or extending Indebtedness, and of any agreement entered into and of any instrument issued in connection therewith, are no less favorable in any material respect to the Loan Parties or the Lenders than the terms of any agreement or instrument governing the Indebtedness being refinanced, refunded, renewed or extended and the interest rate applicable to any such refinancing, refunding, renewing or extending Indebtedness does not exceed the then applicable market interest rate;

(e) Guarantees of any Loan Party in respect of Indebtedness otherwise permitted hereunder of any other Loan Party;

(f) Indebtedness in respect of Capitalized Leases (i) related to and arising from Dispositions of real property through one or more sale and leaseback transactions permitted under Section 7.05(k) and within the limitations set forth in Section 7.01(i), (ii) for equipment and fixed assets of the Loan Parties, (iii) in respect of the Getty MA/ME/NH Lease, and (iv) in respect of other Capitalized Leases, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) in an aggregate amount for clauses (i) to (iv) not to exceed $105,000,000 at any one time outstanding; provided that no Loan Party may enter into a Capitalized Lease after the Closing Date unless (x) the Loan Parties shall be in compliance on a Pro Forma Basis with the then applicable financial covenants set forth herein minus 0.25 for each Measurement Period after giving effect to such acquisition and (y) the Loan Parties shall have minimum availability (the Facility less Total Outstandings as of such date) of at least $25,000,000 on a Pro Forma Basis after giving effect to such acquisition;

(g) Indebtedness in an aggregate principal amount not to exceed $10,000,000 at any time outstanding; provided that up to $6,000,000 of such Indebtedness may be secured by Liens permitted under Section 7.01(j);

(h) 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;

(i) Indebtedness owed in respect of performance bonds, bid bonds, surety bonds and appeal bonds, in each case in the ordinary course of business (i) as set forth on Schedule 7.02(i), and (ii) additional Indebtedness of such type so long as such additional Indebtedness shall not exceed $10,000,000 in the aggregate outstanding at any time;

(j) any Guarantees listed on Schedule 7.02; and

(k) any Guarantee of the obligations of any Loan Party as a tenant under any Lease (which Lease is not a Capitalized Lease) or a purchaser in connection with any Permitted Acquisition or Permitted Minor Acquisition.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by any of the Loan Parties in the form of Cash Equivalents;

(b) advances to officers, directors and employees of any of the Loan Parties in an aggregate amount not to exceed $400,000 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes;

(c) (i) Investments by any of the Loan Parties in their respective Subsidiaries outstanding on the date hereof, and (ii) additional Investments by any of the Loan Parties in any of the other Loan Parties;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02 or otherwise supporting an obligation of another Loan Party (so long as the obligation being guaranteed is also permitted hereunder);

(f) Investments existing on the date hereof (other than those referred to in Section 7.03(c)(i)) and set forth on Schedule 5.08(e);

(g) Permitted Acquisitions; provided, that (A) no Default or Event of Default shall exist immediately prior to or after such acquisition, and (B) the Loan Parties shall be in compliance on a Pro Forma Basis with the financial covenants set forth herein after giving effect to such acquisition;

(h) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case, in the ordinary course of business;

(i) time deposits with Team Capital Bank in an amount not to exceed $10,000,000; provided, however, that such funds must represent escrowed environmental reserves;

(j) Investments in the form of loans to Affiliates of the Borrower who are not Loan Parties in an amount not to exceed $500,000;

(k) Permitted Minor Acquisitions; provided, that (A) no Default or Event of Default shall exist immediately prior to or after such acquisition, (B) the Loan Parties shall be in compliance on a Pro Forma Basis with the financial covenants set forth herein after giving effect to such acquisition and (C) the gross income (if any) that the Borrower reasonably estimates, as of the time of each Permitted Minor Acquisition, that the Borrower will derive from such Permitted Minor Acquisition, would not reasonably be expected, as of the time of such Permitted Minor Acquisition, to cause the Borrower to no longer be able to satisfy the gross income requirement of Section 7704(c)(2) of the Code; and

(l) Investments in the form of loans to purchasers in connection with any Disposition permitted under Section 7.05, provided that the aggregate outstanding principal amount of such loans shall not at any one time exceed $10,000,000.

7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default exists or would result therefrom:

(a) any Subsidiary may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person or (ii) any one or more Loan Parties, provided that a Loan Party is the continuing or surviving Person;

(b) any Loan Party may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or, if such Loan Party is not the Borrower, to any other Loan Party;

(c) in connection with any Permitted Acquisition or Permitted Minor Acquisition, any Subsidiary of the Borrower may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that (i) the Person surviving such merger shall be a wholly-owned Subsidiary of the Borrower and (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving Person;

(d) any Loan Party may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided, however, that in each case, immediately after giving effect thereto (i) in the case of any such merger to which the Borrower is a party, the Borrower is the surviving Person or (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving Person; and

(e) any Guarantor may be dissolved following a Disposition permitted hereunder of all or substantially all of such Guarantor's assets.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of equipment to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(d) Dispositions of property by any Loan Party to the Borrower or to another Loan Party;

(e) Dispositions permitted by Section 7.04;

(f) Dispositions consisting of Permitted Like-Kind Exchanges;

(g) Dispositions constituting leases, subleases, licenses or sublicenses of assets, in each case entered into by a Loan Party in the ordinary course of business;

(h) Dispositions, pursuant to tenant purchase options existing on the Closing Date;

(i) Dispositions constituting an Operating Lease (as such term is defined in each of the Mortgages) entered into by a Guarantor that owns a Mortgaged Property;

(j) Guarantors may own Mortgaged Properties subject to ROFRs and Repurchase Options and may grant ROFRs and Repurchase Options in connection with Permitted Acquisitions or Permitted Minor Acquisitions; provided, however, that nothing in this clause 7.05(j) shall be deemed to

permit a Disposition through the exercise of any ROFR or Repurchase Option;

(k) Dispositions of any real property (or the membership interest in any Guarantor which owns any real property) in the ordinary course of business (including Dispositions through one or more sale leaseback transactions) upon the prior written consent of the Administrative Agent; provided, however, that (i) the aggregate fee realty value of real property Disposed (or membership interest Disposed) of pursuant to this clause 7.05(k) shall not exceed $40,000,000 in any consecutive twelve (12) month period and not more than $100,000,000 in the aggregate from the Closing Date; (ii) no Disposition pursuant to this clause 7.05(k) shall be for less than the fair market value of such real property without the prior written consent of the Administrative Agent; (iii) the terms of any such Disposition are on commercially reasonable, arm's length terms to a third party that is not an Affiliate of any Loan Party; and (iv) the Borrower shall have provided the Administrative Agent with a certificate certifying compliance with subclauses (i) through (iii) of this clause 7.05(k);

(l) Loan Parties may own the UST Systems (as defined in the Getty Lease) subject to an option to purchase in favor of Getty under the Getty Lease and may make Dispositions to Getty (or its assignee or designee) constituting a sale of the UST Systems upon Getty's exercise of such option in accordance with the terms of the Getty Lease;

(m) Dispositions pursuant to a ROFR Statute (i) arising from the transfers under the Contribution Agreement to the extent a consent or waiver cannot be obtained, or (ii) arising from any Permitted Acquisition or Permitted Minor Acquisition; and

(n) Dispositions constituting leases, subleases, licenses or sublicenses of assets, in each case, among the Loan Parties and their Affiliates as in effect on the date hereof and set forth on Schedule 7.08;

provided, however, that any Disposition pursuant to Section 7.05(a) through Section 7.05(g) shall be for fair market value.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, or issue or sell any Equity Interests or accept any capital contributions, except that, so long as no Default shall have occurred and be continuing at the time of any action described below or would result therefrom immediately after giving effect thereto:

(a) each Subsidiary may make Restricted Payments to the Borrower, any Subsidiaries of the Borrower that are Guarantors and any other Person that owns a direct Equity Interest in such Subsidiary, ratably according to their respective holdings of the type of Equity Interest in respect of which such Restricted Payment is being made;

(b) the Borrower and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person;

(c) the Borrower and each Subsidiary may purchase, redeem or otherwise acquire its Equity Interests with the proceeds received from the substantially concurrent issue of new Equity Interests;

(d) the Borrower may issue and sell its Equity Interests;

(e) the Borrower may make Permitted Distributions;

(f) the Borrower shall be permitted to make Restricted Payments on the Closing Date to (i) the Topper Owners and Lehigh in an aggregate amount not to exceed $20,000,000, (ii) the Topper Owners and entities owned by adult children of Warren S. Kimber, Jr. for redemption of Equity Interests of Kimber Realty and its Affiliates that constitute the Predecessor in an aggregate amount not to exceed $13,000,000, plus accrued and unpaid dividends, and (iii) upon the making of any Underwriters' Additional Cash Contribution (as such term is defined in the Partnership Agreement) pursuant to Section 5.2(c) of the Partnership Agreement, in amount equal to such Underwriters' Additional Cash Contribution and to be made to, and divided among, those one or more Sponsor Entity Contributors (as that term is defined in the Partnership Agreement); and

(g) the Borrower may redeem or convert its Equity Interests in connection with any employee benefit plan or arrangement sponsored by the Loan Parties entered into in the ordinary course of business.

7.07 Change in Nature of Business.

(a) Engage in any material line of business substantially different from those lines of business conducted by the Loan Parties on the date hereof or any business substantially related or incidental thereto.

(b) Sell or permit any lessee, franchisee or operator of any real property to sell, any motor fuel or other petroleum products during the term in violation of any distributor agreement.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of any Loan Party, whether or not in the ordinary course of business, other than (a) on fair and reasonable terms substantially as favorable to such Loan Party as would be obtainable by such Loan Party at the time in a comparable arm's length transaction with a Person other than an Affiliate, or (b) as in effect on the date hereof and set forth on Schedule 7.08; provided that the foregoing restriction shall not apply to transactions between or among the Loan Parties.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments to the Loan Parties or to otherwise transfer property to or invest in the Loan Parties, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 or (B) at the time any Subsidiary becomes a Subsidiary of a Loan Party, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of a Loan Party, (ii) of any

Subsidiary to Guarantee the Indebtedness of the Borrower or (iii) of a Loan Party to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iii) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02(f) solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person.

7.10 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

7.11 Financial Covenants.

(a) Combined Leverage Ratio. Permit the Combined Leverage Ratio at any time during any Measurement Period of the Combined Group set forth below to be greater than the ratio set forth below opposite such period:

Four Fiscal Quarters Ending	Maximum Combined Leverage Ratio
Closing Date through 12/31/13	4.40 to 1.00
3/31/2014 and each fiscal quarter thereafter	4.25 to 1.00

(b) Combined Interest Charge Coverage Ratio. Permit the Combined Interest Charge Coverage Ratio as of the end of any fiscal quarter of the Combined Group to be less than 3.00 to 1.00.

7.12 [Intentionally Omitted].

7.13 Amendments of Organization Documents. Without at least ten (10) days' prior written notice to the Administrative Agent, amend any of its Organization Documents; provided that no such amendment shall result in any adverse effect upon any of the Secured Parties without the prior written consent of the Administrative Agent.

7.14 Accounting Changes. Make any change in (a) accounting policies or reporting practices, except as required by GAAP, or (b) fiscal year.

7.15 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Indebtedness, except (a) the prepayment of the Credit Extensions in accordance with the terms of this Agreement, and (b) regularly scheduled or required repayments or redemptions of Indebtedness set forth in Schedule 7.02 and refinancings and refundings of such Indebtedness in compliance with Section 7.02(d).

7.16 Amendment of Indebtedness, Etc. Amend, modify or change in any manner any term or condition of any Indebtedness set forth in Schedule 7.02, except for any refinancing, refunding, renewal or extension thereof permitted by Section 7.02(d).

7.17 [Intentionally Omitted].

7.18 No Changes to Material Contracts. Modify or amend any Material Contract in any manner that could reasonably be expected to result in a Material Adverse Effect.

7.19 Leases. Execute, enter, amend or modify any Lease (other than any amendment or modification that solely confirms the exercise by the tenant thereunder of any right or option which does not require the consent of the landlord thereunder) unless (a) there is a SNDA in effect in favor of the Administrative Agent with respect to such Lease or (b) such Lease, as amended or modified, if applicable, contains a provision that subordinates such Lease to the Mortgage encumbering the Mortgaged Property that is the subject of such Lease.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. Any (i) Loan Party fails to pay (A) when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation or deposit any funds as Cash Collateral in respect of L/C Obligations, or (B) within three (3) Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due

hereunder, or (ii) Loan Party fails to pay within five (5) Business Days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement applicable to it (i) contained in any of Section 6.03, 6.05, 6.10, 6.11, 6.12, 6.14, 6.18, or Article VII, (ii) contained in Section 6.01 or 6.02 and such failure continues for five (5) Business Days, or (iii) contained in Section 6.21 and such failure continues for ten (10) Business Days or such longer cure period as is afforded under the applicable restriction as long as the Loan Party is exercising diligent good faith efforts to cure such failure; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) Any Loan Party (A) fails to make any payment when due beyond any applicable notice and cure periods (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guarantee or Contractual Obligation (other than Indebtedness hereunder and Indebtedness under Secured Hedge Contracts) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $3,000,000, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee or Contractual Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee or the payee or payees of such Contractual Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries or payee or payees) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Hedge Contract an Early Termination Date (as defined in such Hedge Contract) resulting from (A) any event of default under such Hedge Contract as to which a Loan Party is the Defaulting Party (as defined in such Hedge Contract) or (B) any Termination Event (as so defined) under such Hedge Contract as to which a Loan Party is an Affected Party (as so defined) and, in either event, the Hedge Termination Value owed by such Loan Party as a result thereof is greater than $3,000,000; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any Subsidiary of any Loan Party institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar

officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for ninety (90) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for ninety (90) calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Subsidiary of any Loan Party becomes generally unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party (i) one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding $3,000,000 (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A-" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; provided that with respect to either clause (i) or (ii) hereof, (x) such Loan Party shall have thirty (30) days immediately following the entry of such judgment in which to obtain a stay of enforcement of such judgment, during which thirty (30)-day period such judgment shall not constitute an Event of Default; and, (y) (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of thirty (30) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of a Loan Party under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of $500,000, or (ii) a Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of $500,000; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any Affiliate of any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Section 4.01 or 6.12 shall for any reason (other than pursuant to the terms thereof) ceases to create a valid and perfected first priority Lien (subject to Liens permitted by Section 7.01) on the Collateral purported to be covered thereby except as a result of the Disposition of any applicable Collateral in a transaction permitted under this Agreement; provided, however, that with respect to Collateral with an aggregate fair market value no greater than $2,500,000, no Event of Default shall occur under this Section 8.01(l) if within ten (10) Business Days after the Borrower obtains knowledge of a defect to the first priority Lien on such Collateral, such defect is corrected such that such Collateral Document creates a valid and perfected first priority Lien (subject to the Liens permitted by Section 7.01).

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document (excluding the Secured Hedge Agreements) to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(c) require the Borrower to Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(d) exercise on behalf of itself, the Lenders and the L/C Issuer all rights and remedies available to it, the Lenders and the L/C Issuer under the Loan Documents (excluding the Secured Hedge Agreements);

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall, subject to the provisions of Sections 2.16 and 2.17, be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuer (including fees and time charges for attorneys who may be employees of any Lender or the L/C Issuer) arising under the Loan Documents and amounts payable under Article III, ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations arising under the Loan Documents, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, L/C Borrowings and Obligations then owing under Secured Hedge Agreements and Secured Cash Management Agreements, ratably among the Lenders, the L/C Issuer, the Secured Hedge Banks and the Cash Management Banks in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit, to the extent not otherwise Cash Collateralized by the Borrower pursuant to Sections 2.03 and 2.16; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Subject to Section 2.03(c) and Section 2.16, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation necessary to determine the amount of such Obligations as the Administrative Agent may request, from the applicable Cash Management Bank or Secured Hedge Bank, as the case may be. Each Cash Management Bank or Secured Hedge Bank then not a party to the Credit Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment

of the Administrative Agent pursuant to the terms of Article IX hereof for itself and its Affiliates as if a "Lender" party hereto.

ARTICLE IX
ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders and the L/C Issuer hereby irrevocably appoints KeyBank to act on its behalf as the Administrative Agent hereunder and under the other Loan 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, on behalf of the Lenders. The provisions of this Article IX are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the "Collateral Agent" under the Loan Documents, and each of the Lenders (including in its capacities as a potential Secured Hedge Bank and a potential Cash Management Bank) and the L/C Issuer hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and the L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on

Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "Collateral Agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of Article VII, Article IX and Article X (including Section 10.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the "Collateral Agent" under the Loan Documents) as if set forth in full herein with respect thereto.

9.02 Rights as a Lender. 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, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party 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.

9.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. 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 Loan 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 Loan 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 Loan Document or Law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower 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;

(d) 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 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct. 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 by the Borrower, a Lender or the L/C Issuer; and

(e) 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 Loan 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 Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) 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.

9.04 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 of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender

or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or the L/C Issuer 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), 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.

9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan 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 IX 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.

9.06 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, 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, then the retiring Administrative Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the

Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (b) 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 L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. 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 retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 10.04 shall continue in effect for the benefit of such retiring 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.

9.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and the L/C Issuer 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 L/C Issuer 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 Loan Document or any related agreement or any document furnished hereunder or thereunder.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Book Managers or Arrangers listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or the L/C Issuer hereunder.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Sections 2.03(i) and (j), and 2.08) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same in accordance with the terms hereof;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 2.08.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or the L/C Issuer or in any such proceeding.

9.10 Collateral and Guaranty Matters. Each of the Lenders (including in its capacities as a potential Cash Management Bank and a potential Secured Hedge Bank) and the L/C Issuer irrevocably authorize the Administrative Agent, at its option and in its discretion,

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Secured Hedge Bank shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made), (ii) that is sold or to be sold as part of or in connection with any Disposition permitted hereunder or under any other Loan Document and in accordance with the provisions hereof permitting same, or (iii) if approved, authorized or ratified in writing in accordance with Section 10.01;

(b) to release any Guarantor from its obligations under any Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

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 property, or to release any Guarantor from its obligations under any Guaranty pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under any Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Secured Cash Management Agreements and Secured Hedge Agreements. Except as otherwise expressly set forth herein or in any Guaranty or any Collateral Document, no Cash Management Bank or Secured Hedge Bank that obtains the benefits of Section 8.03, any Guaranty or any Collateral Document by virtue of the provisions hereof or of any Guaranty or any Collateral 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 Loan 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 Loan Documents. Notwithstanding any other provision of this Article IX to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Secured Hedge Bank, as the case may be.

ARTICLE X
MISCELLANEOUS

10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document (other than the Secured Hedge Agreements and the Secured Cash Management Agreements), and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) waive any condition set forth in Section 4.01 (other than Section 4.01(b)(i) or (c)), or, in the case of the initial Credit Extension, Section 4.02, without the written consent of each Lender;

(b) without limiting the generality of clause (a) above, waive any condition set forth in Section 4.02 as to any Credit Extension without the written consent of the Required Lenders;

(c) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender; provided that any increase in the Commitments shall require the written consent of the Required Lenders (in addition to the consent of any Lender whose Commitment is increased), unless such increase to the Commitments is made in connection with Section 2.15;

(d) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayments) of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under such other Loan Document without the written consent of each Lender entitled to such payment;

(e) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (iv) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary (i) to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate or (ii) to amend any financial covenant hereunder (or any defined term used therein) even if the

effect of such amendment would be to reduce the rate of interest on any Loan or L/C Borrowing or to reduce any fee payable hereunder;

(f) change Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(g) change any provision of this Section 10.01 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(h) release all or any material portion of the Collateral in any transaction or series of related transactions, without the written consent of each Lender except to the extent the release is permitted pursuant to Section 9.10 (in which case such release may be made by the Administrative Agent acting alone);

(i) release any Guaranty, without the written consent of each Lender, except to the extent the release of any Guarantor from any Guaranty is permitted pursuant to Section 9.10 (in which case such release may be made by the Administrative Agent acting alone); or

(j) impose any greater restriction on the ability of any Lender to assign any of its rights or obligations hereunder without the written consent of the Required Lenders;

and provided, further, that: (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swingline Lender in addition to the Lenders required above, affect the rights or duties of the Swingline Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; and (iv) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender.

If (A) any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 10.13; provided that such amendment, waiver, consent or release can be

effected as a result of the assignment contemplated by such Section 10.13 (together with all other such assignments required by the Borrower to be made pursuant to this paragraph) or (B) any Lender does not honor a Credit Extension in reliance upon Section 4.02(c), the Borrower may replace such Lender in accordance with Section 10.13.

10.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (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, sent by electronic communications as provided in subsection (b) below, or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower, the Administrative Agent or the L/C Issuer, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications 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 and other communications delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer 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 or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, 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 may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, 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), provided that if such notice 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, 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.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING 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 BORROWER MATERIALS 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, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, the Administrative Agent, and the L/C Issuer may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent and the L/C Issuer. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, L/C Issuer and Lenders. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any

notices (including telephonic Committed Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender, the L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document 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, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders and the L/C Issuer; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the L/C Issuer from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.12), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02, and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.12, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.04 Expenses; Indemnity; Damage Waiver; Release; Etc.

(a) Costs and Expenses. The Borrower 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), in connection with the syndication of the credit facilities provided for herein (subject to the terms of the Fee Letter), the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the

provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the L/C Issuer), and shall pay all fees and time charges for attorneys who may be employees of the Administrative Agent, any Lender or the L/C Issuer, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section 10.04, or (B) in connection with 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 Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the L/C Issuer, 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 reasonable 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 Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan 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 contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer 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 Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower 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 Borrower or any other Loan Party or any of the Borrower's or such Loan Party's directors, shareholders or creditors, 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 (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) arising from events or circumstances first occurring after an Indemnitee becomes the owner of the Collateral to which such event or circumstance relates.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section 10.04 to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer 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 L/C Issuer or such Related Party, as the case may be, such Lender's Applicable 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) or the L/C Issuer 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) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.11(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by Law, no party shall assert, and hereby waives, any claim against any other party and each Related Party of any such other party, 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 Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Release. The Borrower and each Subsidiary and Affiliate thereof hereby release the Administrative Agent and the Lenders from any liability for, demand concerning, or cause of action to recover any cost which the Borrower has incurred or may incur in response or relating to any release or threat of release to the environment of any Hazardous Materials at, from or used on any property owned or operated, or hereafter owned or operated, by the Borrower or any of its Subsidiaries; provided such release shall not apply to any release of Hazardous Materials caused by the gross negligence or willful misconduct of any Indemnitee or arising from events or circumstances first occurring after an Indemnitee becomes the owner of such property.

(f) Payments. All amounts due under this Section 10.04 shall be payable not later than ten (10) Business Days after demand therefor.

(g) Survival. The agreements in this Section 10.04 shall survive the resignation of the Administrative Agent and the L/C Issuer, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, the L/C Issuer or any Lender, or the Administrative Agent, the L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the Obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(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 Borrower nor any other Loan 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 Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f) (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 subsection (d) of this Section 10.06 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuer 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 assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 10.06(b), participations in L/C Obligations) 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 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 subsection (b)(i)(A) of this Section 10.06, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the 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, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consent (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(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 Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section 10.06 and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund (unless such assignment to an Approved Fund would cause more than 25% of the aggregate amount of the Facility to be held by Approved Funds);

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of a Lender or an Approved Fund with respect to a Lender;

(C) the consent of the L/C Issuer and the Swingline Lender (such consents not to be unreasonably withheld or delayed) shall be required for (1) assignments to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and (2) any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of Required Lenders (such consent not to be unreasonably withheld or delayed) shall be required for any assignment to an Approved Fund that would cause more than 25% of the aggregate amount of the Facility to be held by Approved Funds.

(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 in the amount of $3,500; provided, however, 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) the Borrower or any of the Borrower's Affiliates or Subsidiaries, (B) to 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), or (C) to a natural person.

(vi) 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 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 (x) 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 (y) 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 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 subsection (c) of this Section 10.06, 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 3.01, 3.04, and 3.05 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection 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 Section 10.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office 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 of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, 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. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In addition, at any time that a request for a consent for a material or substantive change to the Loan Documents is pending, any Lender wishing to consult with other Lenders in connection therewith may request and receive from the Administrative Agent a copy of the Register.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, a Defaulting Lender or the Borrower or any of the Borrower's 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 (including such Lender's participations in L/C Obligations) 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, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. 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, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to Section 10.06(e), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.12 as though it were a Lender.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 3.01(e) as though it were a Lender.

(f) 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 (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure

obligations to a Federal Reserve Bank; 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.

(g) Resignation as L/C Issuer after Assignment. Notwithstanding anything to the contrary contained herein, if at any time KeyBank assigns all of its Commitment and Revolving Credit Loans pursuant to Section 10.06(b), KeyBank may, upon thirty (30) days' notice to the Borrower and the Lenders, resign as L/C Issuer. In the event of any such resignation as L/C Issuer, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of KeyBank as L/C Issuer. If KeyBank resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). Upon the appointment of a successor L/C Issuer, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer and (b) the successor L/C Issuer 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 KeyBank to effectively assume the obligations of KeyBank with respect to such Letters of Credit.

10.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuer 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, trustees, advisors and 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 Laws or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 10.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 10.07 or (ii) becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower.

For purposes of this Section 10.07, "Information" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or the L/C Issuer on a nonconfidential basis prior to disclosure

by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary 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 10.07 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.

Each of the Administrative Agent, the Lenders and the L/C Issuer acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with Law, including United States Federal and state securities Laws.

10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by 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 L/C Issuer or any such Affiliate to or for the credit or the account of any Loan Party against any and all of the Obligations now or hereafter existing to such Lender or the L/C Issuer, irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such Obligations; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.17 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 and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section 10.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify the Borrower 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.

10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans (which, in the case of Eurodollar Rate Loans, shall be applied on the last day of an Interest Period) or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by Law, (a) characterize any payment

that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.10 Counterparts; Integration; 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. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

10.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the L/C Issuer or the Swingline Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.13 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, if any Lender is a Defaulting Lender, if any Lender has not complied with its funding obligations hereunder or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as

a party hereto, then the Borrower may, at its 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 10.06), all of their interests,

rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with Laws.

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 to require such assignment and delegation cease to apply.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. THE BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT 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 LOAN 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 STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY 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 LOAN

DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY 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 LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 10.14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

10.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY 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 LOAN 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 LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.15.

10.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees**,** and acknowledges the understanding of the other Loan Parties, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Arranger, are arm's-length commercial transactions between the Borrower and the other Loan Parties, on the one hand, and the Administrative Agent and the Arranger, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan

Documents; (ii) (A) the Administrative Agent and the Arranger each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of the other Loan Parties, or any other Person and (B) neither the Administrative Agent nor the Arranger has any obligation to the Borrower or any of the other Loan Parties with respect to the

transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and the Arranger and their respective Affiliates may, so long as they are in compliance with their obligations under Section 10.07, be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and the other Loan Parties, and neither the Administrative Agent nor the Arranger has any obligation to disclose any of such interests to the Borrower or any of the other Loan Parties. To the fullest extent permitted by Law, the Borrower hereby waives and releases any claims that they may have against the Administrative Agent and the Arranger with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby; provided, however, the foregoing release shall not apply to release the Administrative Agent and the Arranger from their express obligations under this Agreement.

10.17 Electronic Execution of Assignments and Certain Other Documents. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) 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 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.

10.18 USA PATRIOT Act. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" an anti-money laundering rules and regulations, including the Act.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Credit Agreement to be duly executed as of the date first above written.

LEHIGH GAS PARTNERS LP,
a Delaware limited partnership

By: Lehigh Gas GP LLC, a Delaware limited liability company, its general partner

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

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent, Collateral Agent, Joint Lead Arranger, Joint Book Runner, L/C Issuer and a Lender

By: /s/ James Gelle
Name: James Gelle
Title: Vice President

CITIZENS BANK OF PENNSYLVANIA,
as Syndication Agent and a Lender

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

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Stephen Leon
Name: Stephen Leon
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Christopher J. Brown
Name: Christopher J. Brown
Title: Senior Vice President

SOVEREIGN BANK, N.A., as a Lender

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

LAFAYETTE AMBASSADOR BANK, as a Lender

By: /s/ Gary E. Maurer
Name: Gary E. Maurer
Title: Senior Vice President

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

By: /s/ Frank Reyes
Name: Frank Reyes
Title: Vice President

CADENCE BANK, N.A., as a Lender

By: /s/ Michael Ross
Name: Michael Ross
Title: Senior Vice President

CAPITAL ONE, NATIONAL ASSOCIATION, as a Lender

By: /s/ Anthony Pirretti, Jr.
Name: Anthony Pirretti, Jr.
Title: Senior Vice President

FIRST NIAGARA BANK N.A., as a Lender

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

SCHEDULE 2.01

COMMITMENTS
AND APPLICABLE PERCENTAGES

Lender		Commitment	Applicable Percentage
KeyBank National Association	$	40,000,000	16.064%
Citizens Bank of Pennsylvania	$	40,000,000	16.064%
Wells Fargo Bank, National Association	$	30,000,000	12.048%
PNC Bank, National Association	$	25,000,000	10.040%
Sovereign Bank, N.A.	$	24,500,000	9.839%
Lafayette Ambassador Bank	$	20,000,000	8.032%
Raymond James Bank, N.A.	$	20,000,000	8.032%
Cadence Bank, N.A.	$	20,000,000	8.032%
Capital One, National Association	$	17,500,000	7.028%
First Niagara Bank N.A.	$	12,000,000	4.819%
Total	**$**	**249,000,000**	**100.00000000%**

SCHEDULE 10.02

ADMINISTRATIVE AGENT'S OFFICE,
CERTAIN ADDRESSES FOR NOTICES

BORROWER:

Lehigh Gas Partners LP
702 West Hamilton Street, Suite 203
Allentown, PA 18101
Attention: Joseph V. Topper, Jr.
Telephone: (610)-625-8016
Telecopier: (610)-882-5660
Electronic Mail: jtopper@lehighgas.com
Website Address: www.lehighgas.com
U.S. Taxpayer Identification Number: 45-4165414

ADMINISTRATIVE AGENT & COLLATERAL AGENT (KeyBank):

Administrative Agent's Office (KeyBank):

KeyBank National Association
4900 Tiedeman Rd 1st Floor SE
OH-01-49-0114
Brooklyn, Ohio 44144
Attention: Dianne Cox
Telephone: 216-813-4738
Telecopier: 216-370-5999
Electronic Mail: dianne_cox@keybank.com
Account No.: 1140228209035
ABA# 041001039
Account Name: KNB Services
Ref: Lehigh Ohio

Other Notices to KeyBank as Administrative Agent and as Collateral Agent:

KeyBank National Association
4900 Tiedeman Rd 1st Floor SE

OH-01-49-0114
Brooklyn, Ohio 44144
Attention: Dianne Cox
Telephone: 216-813-4738
Telecopier: 216-370-5999
Electronic Mail: dianne_cox@keybank.com

L/C ISSUER AGENT (KeyBank):

Notices to KeyBank as L/C Issuer:

KeyBank National Association
4900 Tiedeman Rd 1st Floor SE
OH-01-49-0114
Brooklyn, Ohio 44144
Attention: Dianne Cox
Telephone: 216-813-4738
Telecopier: 216-370-5999
Electronic Mail: dianne_cox@keybank.com

EXHIBIT B

FORM OF NOTE

$,

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to [ ] or its registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Revolving Credit Loan from time to time made by the Lender to the Borrower under that certain Second Amended and Restated Credit Agreement, dated as of October 30, 2012 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement;" the terms defined therein being used herein as therein defined), among the Borrower, the Lenders from time to time party thereto, and KeyBank National Association, as Administrative Agent for the Lenders (the "Administrative Agent"), as Collateral Agent, as L/C Issuer, as Joint Lead Arranger and as Joint Book Runner, RBS Citizens, N.A., as Joint Lead Arranger and as Joint Book Runner, and Citizens Bank of Pennsylvania, as Syndication Agent.

The Borrower promises to pay interest on the unpaid principal amount of each Revolving Credit Loan from the date of such Revolving Credit Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Note is one of the Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty and is secured by the Collateral. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Each Revolving Credit Loan made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Revolving Credit Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note except as provided in the Credit Agreement.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

LEHIGH GAS PARTNERS LP

By: Lehigh Gas GP LLC, its general partner

By: _____
Name:
Title:

LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

EXHIBIT E

SECOND AMENDED AND RESTATED GUARANTY

THIS SECOND AMENDED AND RESTATED GUARANTY, dated as of October 30, 2012 (this "Guaranty"), is delivered by each of the Persons listed on the signature pages hereto (together with any other parties hereto from time to time, being hereinafter referred to collectively as the "Guarantors" and individually as a "Guarantor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, in its capacity as collateral agent, and any successor thereto (the "Collateral Agent"), for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below) pursuant to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of the date hereof (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Credit Agreement") by and among Lehigh Gas Partners LP, a Delaware limited partnership (the "Borrower"), each lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender"), and KeyBank National Association, as Administrative Agent for the Lenders, as Collateral Agent, as L/C Issuer, as Joint Lead Arranger and as Joint Book Runner, RBS Citizens, N.A., as Joint Lead Arranger and as Joint Book Runner, and Citizens Bank of Pennsylvania, as Syndication Agent, the Lenders have agreed to make Loans to the Borrower, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrower, upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, as a condition to the extension of credit to the Borrower under the Credit Agreement or entering into any Secured Hedge Agreement or Secured Cash Management Agreement (the foregoing agreements, together with any Loan Document, collectively, the "Secured Debt Agreements" and each individually, a "Secured Debt Agreement"), the Secured Parties have required, among other things, that the Guarantors execute this Guaranty;

WHEREAS, certain of the Guarantors are parties to the Amended and Restated Guaranty, dated as of December 30, 2010, in favor of Collateral Agent (as amended by the joinders thereto, collectively, the "Previous Guaranty"), and the parties have agreed to amend and restate the Previous Guaranty in its entirety as set forth in this Guaranty; and

WHEREAS, the Guarantors will obtain benefits from the incurrence of the credit extensions and other financial accommodations under the Credit Agreement, any Secured Hedge Agreement and any Secured Cash Management Agreement, and, accordingly, the Guarantors desire to execute this Guaranty to satisfy the condition precedent described in the preceding paragraph;

NOW, THEREFORE, in consideration of the premises and the agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to enter into the Secured Debt Agreements and intending to be legally bound hereby, the Guarantors and by its acceptance hereof, the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and

each of their respective successors or assigns), hereby amend and restate the Previous Guaranty in its entirety as follows:

SECTION 1. Definitions. All capitalized terms used in this Guaranty shall have the meanings ascribed to them in the Credit Agreement to the extent not otherwise defined herein.

SECTION 2. Guaranty. Each Guarantor hereby irrevocably and unconditionally, jointly and severally, guarantees to the Secured Parties, and becomes surety for, the full and prompt payment and performance when due, whether at maturity, by acceleration or otherwise, of the following (hereinafter referred to as the "Guaranteed Obligations"):

(a) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (including, without limitation, principal, premium, or interest (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Loan Party at the rate provided for in the respective Secured Debt Agreements, whether or not a claim for post-petition interest is allowed in any such proceeding), fees, costs and indemnities) owing to any Secured Party, whether now existing or hereafter incurred under the Credit Agreement or any other Secured Debt Agreement, or otherwise with respect to any Loan or Letter of Credit;

(b) any and all sums advanced by the Collateral Agent in order to preserve any Collateral or preserve its security interest in the Collateral; and

(c) in the event of any proceeding for the collection or enforcement of any Obligations, liabilities or indebtedness referred to above, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys' fees and court costs.

SECTION 3. Guaranty Final. Upon the execution and delivery of this Guaranty to the Collateral Agent, this Guaranty shall be deemed to be finally executed and delivered by the Guarantors and shall not be subject to or affected by any promise or condition affecting or limiting any Guarantor's liability, and no statement, representation, agreement or promise on the part of the Secured Parties, any Loan Party, or any of them, or any officer, employee or agent thereof, unless contained herein, forms any part of this Guaranty or has induced the making hereof shall be deemed in any way to affect any Guarantor's liability hereunder.

SECTION 4. Amendment and Waiver. No amendment, alteration or waiver of this Guaranty or of any of its terms, provisions or conditions shall be binding upon the Persons against whom enforcement is sought unless made in writing and signed by an authorized officer of such Person.

SECTION 5. Dealings with Loan Parties. The Secured Parties, or any of them, may, from time to time, without exonerating or releasing any Guarantor in any way under this Guaranty, (a) take such further or other security or collateral for the Obligations or any part thereof as the Secured Parties, or any of them, may deem proper, consistent with the Credit

Agreement and any other Secured Debt Agreement, (b) add, release, discharge, abandon or otherwise deal with or fail to deal with any Guarantor or any Collateral or any part thereof now or hereafter held by the Secured Parties, or any of them, or (c) amend, modify, extend, accelerate or waive in any manner any of the provisions (including, without limitation, any condition to funding), terms, or conditions of any Secured Debt Agreement in accordance with the terms thereof, all as the Secured Parties, or any of them, may consider expedient or appropriate in their sole and absolute discretion. Without limiting the generality of the foregoing, or of Section 6 hereof, it is understood that the Secured Parties, or any of them, may, without exonerating or releasing any Guarantor, give up, or modify or abstain from perfecting or taking advantage of any security for or guaranty of the Obligations and accept or make any compositions or arrangements, and realize upon any security for the Obligations when, and in such manner, as the Secured Parties, or any of them, may deem expedient, consistent with the Credit Agreement and any Secured Debt Agreement, all without notice to any Guarantor, except as applicable law may require and not permit to be waived.

SECTION 6. Guaranty Unconditional. Each Guarantor acknowledges and agrees that no change in the nature or terms of the Obligations, any Secured Debt Agreement or any other agreement, instrument or contract evidencing, related to or attendant with the Obligations (including any novation), nor any determination of lack of enforceability thereof, shall discharge all or any part of the Guaranteed Obligations; it being the purpose and intent of the Guarantors and the Secured Parties that the covenants, agreements and all liabilities and obligations of the Guarantors hereunder are absolute, unconditional and irrevocable under any and all circumstances. Without limiting the generality of the foregoing, each Guarantor agrees that until each and every one of the covenants and agreements of this Guaranty is fully performed, no Guarantor's undertakings hereunder shall be released, in whole or in part, by any action or thing which might, but for this paragraph of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, omission of the Secured Parties, or any of them, or their failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Parties, or any of them, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, any Guarantor or by reason of any further dealings between any Loan Party and the Secured Parties, or any of them, or any other guarantor or surety, and each Guarantor, to the extent permitted by applicable law, hereby expressly waives and surrenders any defense to its liability hereunder, or any right of counterclaim or offset of any nature or description which it may have or which may exist based upon, and shall be deemed to have consented to, any of the foregoing acts, omissions, things, agreements or waivers.

SECTION 7. Credit Extensions Benefit Guarantors. Each Guarantor expressly represents and acknowledges that any financial accommodations by the Secured Parties, or any of them, to the Borrower, including, without limitation, the Credit Extensions, are and will be of direct interest, benefit and advantage to such Guarantor.

SECTION 8. Representations and Warranties. Each Guarantor hereby represents and warrants that:

(a) it has the power and authority to execute and deliver, and to perform its obligations under, this Guaranty and has taken all necessary limited partnership,

limited liability company or corporate action to authorize its execution, delivery and performance of this Guaranty;

(b) this Guaranty constitutes a legal, valid and binding obligation of such Guarantor enforceable in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles and an implied covenant of good faith and fair dealing;

(c) the execution, delivery and performance of this Guaranty by each Guarantor will not contravene (i) such Guarantor's Organization Documents, (ii) any material contractual restriction binding on or affecting such Guarantor, (iii) any court decree or order binding on or affecting such Guarantor or (iv) except where such contravention, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, any law or governmental regulation binding on or affecting such Guarantor and will not result in or require the creation or imposition of any Lien on any of the properties or revenues of such Guarantor pursuant to any applicable law or contractual obligation of such Guarantor except Liens securing the Obligations;

(d) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any other Person (including, any shareholder or creditor of such Guarantor) is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty except those which will have been duly obtained, made or complied with on or prior to the date hereof;

(e) no litigation, investigation, action or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of such Guarantor, threatened by or against such Guarantor, or against any of its properties or revenues which could be reasonably expected, individually or in the aggregate, to result in a Material Adverse Effect on such Guarantor's financial condition; or which purports to affect the legality, validity or enforceability of this Guaranty;

(f) Each Guarantor has read the Credit Agreement and each other Loan Document, including, without limitation, the representations and warranties set forth in Article V of the Credit Agreement, and hereby represents and warrants that such representations and warranties are true and correct in all material respects to the extent applicable to such Guarantor; and

(g) Each Guarantor agrees that the representations and warranties in (f) above shall be deemed to have been made by such Guarantor on the date of each Credit Extension under the Credit Agreement as though made hereunder on and as of such date except to the extent that any such representation or warranty expressly relates to an earlier date and except for changes therein expressly permitted or contemplated by this Guaranty or any other Loan Document (or as consented to by the Collateral Agent and the Required Lenders in a written communication to

the Guarantors).

SECTION 9. Set-off. The Secured Parties, or any of them, may, without demand or notice of any kind upon or to any Guarantor, at any time or from time to time during the continuance of an Event of Default when any amount shall be due and payable hereunder by any Guarantor, if the Borrower shall not have timely paid the Obligations after the lapse of any applicable cure period, set off and appropriate any property, balances, credit accounts or moneys of any Guarantor in the possession of the Secured Parties, or any of them, or under the control of any of them for any purpose, which property, balances, credit accounts or moneys shall thereupon be turned over and remitted to the Collateral Agent, to be held and applied to the Guaranteed Obligations by the Collateral Agent in accordance with the Credit Agreement.

SECTION 10.Bankruptcy. Upon the bankruptcy or winding up or other distribution of assets of any Loan Party, the rights of the Secured Parties, or any of them, against the Guarantors shall not be affected or impaired by the omission of the Secured Parties, or any of them, to prove its or their claim or full claim, as appropriate, and the Secured Parties may prove or refrain from proving any claim as they see fit and, in their respective discretion, they may value or refrain from valuing as they see fit any security held by the Secured Parties, or any of them, without in any way releasing, reducing or otherwise affecting the liability to the Secured Parties of any Guarantor.

SECTION 11. Waivers by Guarantor. Each Guarantor hereby expressly waives, to the extent permitted by applicable law: (a) notice of acceptance of this Guaranty; (b) notice of the existence or creation of all or any of the Obligations; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever other than those expressly provided in the Secured Debt Agreements; (d) all diligence in collection or protection of or realization upon the Obligations or any part thereof, any Guaranteed Obligation, or any security for any of the foregoing; and (e) until the indefeasible payment in full of the Obligations and termination of the Commitments, all rights of subrogation, indemnification, contribution and reimbursement against any Loan Party, all rights to enforce any remedy that the Secured Parties, or any of them, may have against any Loan Party and any benefit of, or right to participate in, any collateral or security now or hereinafter held by the Secured Parties, or any of them, in respect of the Obligations. Any money received by any Guarantor in violation of this Section 11 shall be held in trust by such Guarantor for the benefit of the Secured Parties. If a claim is ever made upon the Secured Parties, or any of them, for the repayment or recovery of any amount or amounts received by any of them in payment of any of the Obligations and such Person repays all or part of such amount by reason of any judgment, decree, or order of any court or administrative body having jurisdiction over such Person or any of its property, or any good faith settlement or compromise of any such claim effected by such Person with any such claimant, including, without limitation, any Loan Party, then in such event the Guarantors agree that any such judgment, decree, order, settlement, or compromise shall be binding upon the Guarantors, notwithstanding any revocation hereof or the cancellation of any promissory note or other instrument evidencing any of the Obligations, and the Guarantors shall be and shall remain obligated to such Person hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Person (but only to the extent of the guaranty of Guaranteed Obligations set forth in Section 2 hereof).

SECTION 12. Subordination. Until the indefeasible payment in full of the Obligations, each Guarantor hereby subordinates each and all of its interests, claims, rights and entitlements to payment of any sums now due or hereafter to become due to such Guarantor from any Loan Party or other guarantor or surety for the Obligations, to the interests, claims, rights and entitlements of the Secured Parties to payment of any sums now due or hereafter to become due to any Secured Party from any Loan Party or other guarantor or surety for the Obligations, to the extent of the Obligations; provided that any Guarantor may receive, payments from any other Loan Party to the extent expressly permitted by the Credit Agreement.

SECTION 13. Assignment by the Secured Parties. To the extent permitted under the Credit Agreement, the Secured Parties may each, and without notice of any kind, except as otherwise required by the Credit Agreement, sell, assign or transfer all or any of their interests in the Obligations, and in such event, each and every immediate and successive assignee, transferee, or holder of all or any of the Obligations, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits. No Guarantor shall assign any of its rights or obligations under this Guaranty nor shall any Guarantor amend this Guaranty, without the written consent of the Collateral Agent and in accordance with the terms and conditions of the Credit Agreement.

SECTION 14. Remedies Cumulative. No delay by the Secured Parties, or any of them, in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Secured Parties, or any of them, of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action by the Secured Parties, or any of them, permitted hereunder shall in any way impair or affect this Guaranty. For the purpose of this Guaranty, the Guaranteed Obligations shall include, without limitation, any Obligation notwithstanding any right or power of any third party, individually or in the name of any Loan Party or any other Person, to assert any claim or defense as to the invalidity or unenforceability of such Obligation, and no such claim or defense shall impair or affect the obligations of any Guarantor hereunder.

SECTION 15. Miscellaneous. This is a guaranty of payment and not of collection. In the event of a demand upon any Guarantor under this Guaranty, the Guarantors shall be held and bound to the Secured Parties directly as debtor with respect to the payment of the amounts hereby guaranteed. All reasonable costs and expenses, including, without limitation, attorneys' fees and expenses, incurred by the Secured Parties, or any of them, in obtaining performance of or collecting payments due under this Guaranty, to the extent permitted by the Credit Agreement, shall be deemed part of the Obligations guaranteed hereby.

SECTION 16. Time of the Essence. Time is of the essence with regard to the Guarantors' performance of their obligations hereunder.

SECTION 17. Notices. All notices, demands and other communications required or permitted hereunder shall be in writing and shall be given in a manner as set forth in the Credit Agreement and, with respect to the Borrower, the Collateral Agent and the Lenders at the addresses set forth in the Credit Agreement, and with respect to the Guarantors, care of the Borrower at the addresses set forth in the Credit Agreement for the Borrower.

SECTION 18. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL. (a) **THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.**

(b) **ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GUARANTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES HEREUNDER IN CONNECTION HEREWITH OR THEREWITH MAY BE BROUGHT AND MAINTAINED IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GUARANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK AT THE ADDRESS FOR NOTICES SPECIFIED FOR NOTICE TO THE BORROWER IN SECTION 10.02 OF THE CREDIT AGREEMENT. EACH GUARANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY GUARANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH GUARANTOR HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THE LOAN DOCUMENTS.**

(c) **EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GUARANTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS**

(WHETHER ORAL OR WRITTEN) OR ACTIONS OF SUCH PARTY IN CONNECTION THEREWITH. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER LOAN DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COLLATERAL AGENT AND EACH LENDER ENTERING INTO THE LOAN DOCUMENTS. EXCEPT AS PROHIBITED BY LAW, EACH GUARANTOR WAIVES ANY RIGHT WHICH IT MAY HAVE TO CLAIM OR RECOVER IN ANY PROCEEDING REFERRED TO IN THE PRECEDING SENTENCE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL OR OTHER TYPE OF DAMAGES OTHER THAN ACTUAL DAMAGES.

SECTION 19. Severability. If any paragraph or part thereof shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such paragraph or part thereof so adjudicated as invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Guaranty shall remain in full force and effect and shall not be affected by such holding or adjudication.

SECTION 20. Counterparts. This Guaranty may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

SECTION 21. Recourse. This Guaranty is made with full recourse to each Guarantor and pursuant to and upon all the representations, warranties, covenants and agreements on the part of the Guarantors contained herein and in the other Loan Documents and otherwise in writing in connection herewith or therewith.

SECTION 22. Fraudulent Conveyance; Etc. It is the desire and intent of the Guarantors and the Secured Parties that this Guaranty shall be enforced against the Guarantors to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Notwithstanding anything in this Guaranty to the contrary, however, (a) the right of recovery against any Guarantor under this Guaranty shall not exceed $1.00 less than the lowest amount which would render such Guarantor's obligations under this Guaranty void or voidable under applicable law, including fraudulent conveyance law and (b) all payments made pursuant to this Guaranty shall be applied in accordance with the Credit Agreement.

SECTION 23. Intentionally Omitted.

SECTION 24. Joinder of additional Guarantors. Upon the formation or acquisition of any new direct or indirect Subsidiary (other than any Foreign Subsidiary or a Subsidiary that is held directly or indirectly by a Foreign Subsidiary) by any Guarantor, then such Guarantor shall, at such Guarantor's expense, cause such Subsidiary to execute and deliver to the Collateral Agent a Global Supplement substantially in the form of Exhibit A hereto and to comply with the requirements of Section 6.12 of the Credit Agreement, within the time periods specified therein, and, upon such execution and delivery, such Subsidiary shall constitute a "Guarantor" for all

purposes hereunder with the same force and effect as if originally named as a Guarantor herein. The execution and delivery of such Global Supplement shall not require the consent of any Guarantor hereunder. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor as a party to this Guaranty.

SECTION 25. Release. Notwithstanding anything herein to the contrary, the Guarantors, and by its acceptance hereof, the Collateral Agent, on its own behalf and on behalf of the Secured Parties, agree that, from and after the Closing Date, any Person that was a "Guarantor" (as defined in the Previous Guaranty) under the Previous Guaranty and is not a party hereto shall not have any obligations hereunder and, from and after the Closing Date, the Collateral Agent shall release such Person from all obligations arising from or otherwise related to the Previous Guaranty.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each Guarantor has caused this Guaranty to be executed by its elected officer duly authorized as of the date first above written.

GUARANTORS:

LEHIGH GAS WHOLESALE LLC,
a Delaware limited liability company

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LEHIGH GAS WHOLESALE SERVICES, INC.,
a Delaware corporation

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS LP,
a Delaware limited partnership

By: LGP Realty Holdings GP LLC, a Delaware limited liability company, its General Partner

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS GP LLC,
a Delaware limited liability company

By: _____
Name: Joseph V. Topper, Jr.
Title: President

[Additional Signatures Follow]

GUARANTORS

1 N. RT. 31 PENNINGTON, LLC
100 EAST UWCHLAN AVE. EXTON, LLC
100 YORK JENKINTOWN LLC
1001 BALTIMORE AVE. EAST LANSDOWNE, LLC
1003 FREEPORT RD CHESWICK, LLC
101 LANCASTER AVE. MALVERN, LLC
10202 LORAIN CLEVELAND LLC
103 EAST MAIN FREEHOLD LLC
103 N. POTTSTOWN PIKE EXTON, LLC
10300 BROOKPARK BROOKLYN LLC
104 ROUTE 57 HACKETTSTOWN LIMITED LIABILITY COMPANY
1071 PARKWAY AVE. WEST TRENTON, LLC
10843 MONTGOMERY CINCINNATI LLC
1090 BOARDMAN POLAND LLC

1095 S. WEST END BLVD. QUAKERTOWN, LLC
11 ROUTE 10 EAST SUCCASUNNA, LLC
1110 MCCARTHUR ROAD WHITEHALL, LLC
11250 GRANGER GARFIELD HEIGHTS LLC
113 NORTH GULPH ROAD KING OF PRUSSIA, LLC
1130 BALTIMORE PIKE GLEN MILLS, LLC
115 BLOOMFIELD MONTCLAIR LLC
1170 RARITAN CRANFORD LLC
11775 SPRINGFIELD SPRINGDALE LLC
12 WHITE HORSE PIKE CLEMENTON, LLC
120 ROUTE 173 WEST ASBURY LIMITED LIABILITY COMPANY
1201 RT. 33 TRENTON, LLC
1229 MCDADE BLVD. WOODLYN, LLC
123 NORTH PINE LANGHORNE, LLC
1251 ROUTE 206 PRINCETON LIMITED LIABILITY COMPANY
1266 E. OLD LINCOLN HWY. LANGHORNE, LLC
127 EASTON NEW BRUNSWICK LLC
1300 GALLOPING HILL KENILWORTH LLC
13165 LARCHMERE SHAKER HEIGHTS LLC
1326 HOPPLE CINCINNATI LLC
135 OLD CRANBURY RD. CRANBURY, LLC
1386 STATE ROUTE 125 AMELIA LLC
1396 DELSEA DR. DEPTFORD, LLC
14008 LORAIN CLEVELAND LLC
14043 STATE NORTH ROYALTON LLC
1405 N STATE ST CLAIRTON, LLC
1419 W. MAIN ST LANSDALE, LLC
142 MOHAWK TRAIL GREENFIELD, LLC
145 BROADWAY HILLSDALE LLC
1469 LAKE AVE ROCHESTER, LLC
14718 MADISON LAKEWOOD LLC

15 MAIN STREET WATSONTOWN, LLC
15150 SNOW BROOKPARK LLC
152 MORRIS MORRISTOWN LLC
1550 QUEEN CINCINNATI LLC
1595 CENTRAL AVE COLONIE, LLC
16 ROUTE 173 WEST HAMPTON LIMITED LIABILITY COMPANY
16067 SR-170 EAST LIVERPOOL LLC
162 SOUTHAMPTON WESTFIELD, LLC
169 PERRYVILLE ROAD HAMPTON LIMITED LIABILITY COMPANY
1700 BROOKPARK CLEVELAND LLC
1707 ROUTE 31 SOUTH CLINTON, LLC
171 MT. BETHEL ROAD WARREN, LLC
1771 RT. 206 SOUTHAMPTON, LLC
1775 MARKETPLACE HENRIETTA LLC
17810 BAGLEY MIDDLEBURG HEIGHTS LLC
181 ELM ST. WESTFIELD, LLC
1824 WHITE HORSE PIKE MERCERVILLE, LLC
1830 EASTON AVENUE SOMERSET, LLC
1830 WILBRAHAM RD. SPRINGFIELD, LLC
192 MADISON CONVENT STATION LLC
2 CHURCH STREET LIBERTY CORNER, LLC
2 E PASSAIC MAYWOOD LLC
2 HIGHWAY 36 KEANSBURG, LLC
2 MARLTON PIKE W. CHERRY HILL, LLC
2 RIDGE LYNDHURST LLC
20 NORTH ERIE HAMILTON LLC
200 W. MONTGOMERY AVE. ARDMORE, LLC
201 W. GERMANTOWN PIKE NORRISTOWN, LLC
204 PARSIPPANY PARSIPPANY LLC
20420 CHAGRIN SHAKER HEIGHTS LLC
2058 DELAWARE AVE BUFFALO, LLC
210 TUCKERTON RD. MEDFORD, LLC
211 WATCHUNG BLOOMFIELD LLC
2159 SOUTH GREEN UNIVERSITY HEIGHTS LLC
2200 BABCOCK BLVD PITTSBURGH, LLC
226 BLOOMFIELD AVENUE CALDWELL, LLC
2276 HIGHWAY 34 NORTH ALLENWOOD, LLC
2306 LYCOMING CREEK ROAD WILLIAMSPORT, LLC
2311 N TRIPHAMMER RD LANSING, LLC
234-248 N. 63RD ST. PHILADELPHIA, LLC

23425 LORAIN NORTH OLMSTED LLC
2360 SOUTH AVENUE SCOTCH PLAINS, LLC
2401 HAVERFORD ROAD ARDMORE, LLC
2405 ROUTE 286 PITTSBURGH, LLC
2447 ANDERSON CRESCENT SPRINGS LLC
245 MOUNTAIN SPRINGFIELD LLC
247 GORDONS MANALAPAN LLC

249 WEST MITCHELL CINCINNATI LLC
2501 BRIGHTON AVE PITTSBURGH, LLC
2503 BURLINGTON, LLC
251-259 NEW BRUNSWICK AVENUE FORDS, LLC
25295 LORAIN NORTH OLMSTED LLC
25466 DETROIT WESTLAKE LLC
25525 CENTER RIDGE WESTLAKE LLC
25705 CHAGRIN BEACHWOOD LLC
258-260 RT. 130 N. BORDENTOWN, LLC
2643 WARRENSVILLE UNIVERSITY HEIGHTS LLC
2696 MADISON CINCINNATI LLC
2700 LEECHBURG RD LOWE BURRELL, LLC
2701 CHESTER CLEVELAND LLC
2703 BELMONT YOUNGSTOWN LLC
2720 SALT SPRINGS YOUNGSTOWN GIRAD LLC
2801 MAYFIELD CLEVELAND HEIGHTS LLC
2811 RT. 73 MAPLE SHADE, LLC
2901 ASBURY OCEAN LLC
2959 ROUTE 10 EAST PARSIPPANY, LLC
29775 CLEMENS WESTLAKE LLC
30 DONNERMOYER BELLEVUE LLC
301 S. KEMP ST. LYONS, LLC
3051 RT. 38 MOUNT LAUREL, LLC
3059 GROVE LORAIN LLC
3065 WEST 117TH CLEVELAND LLC
307 SOUTH MAIN STREET FLEMINGTON, LLC
30812 DETROIT WESTLAKE LLC
310 BOARDMAN CANFIELD YOUNGSTOWN LLC
3100 WEST 14TH CLEVELAND LLC
3101 N. BROAD ST. PHILADELPHIA, LLC
3180 MONTGOMERY LOVELAND LLC
3221 ROUTE 22 BRANCHBURG, LLC
32393 LORAIN NORTH RIDGEVILLE LLC
335 FRANKLIN MILLS CIRCLE PHILADELPHIA, LLC
336 MORRIS SUMMIT LLC
34-38 ROUTE 15 LAFAYETTE, LLC
3550 GENESEE ST CHEEKTOWAGA, LLC
3577 ROUTE 611 BARTONSVILLE LLC
3590 MADISON CINCINNATI LLC
35985 CENTER RIDGE NORTH RIDGEVILLE LLC
3602 MAHONING YOUNGSTOWN LLC
3727 LINCOLN THORNDALE LLC
3735 FULTON CLEVELAND LLC
390 SOUTH MAPLE AVENUE GLEN ROCK, LLC
39105 COLORADO AVON LAKE LLC
3983 MAYFIELD CLEVELAND HEIGHTS LLC
4001 HAUCK CINCINNATI LLC

4006 LEE CLEVELAND LLC
402 EAST BRIDGE ELYRIA LLC
40890 SR-154 LISBON LLC
409 ROUTE 130 SOUTH CINNAMINSON, LLC
415 SOUTH MAIN STREET SHENANDOAH, LLC
4161 WEST 150TH CLEVELAND LLC
4200 WHITAKER AVE. PHILADELPHIA, LLC
4212 RT. 130 WILLINGBORO, LLC
4282 MONTICELLO SOUTH EUCLID LLC
4301 WINSTON COVINGTON LLC
4343 EAST ROYALTON BROADVIEW HEIGHTS LLC
445 ROUTE 3 SECAUCUS, LLC

4545 READING CINCINNATI LLC
461 BLOOMFIELD BLOOMFIELD LLC
4612 EDGMONT AVE BROOKHAVEN, LLC
4616 MCKNIGHT RD PITTSBURGH, LLC
4774 ROYALTON BROADVIEW HEIGHTS LLC
479 KROCKMALLY PERTH AMBOY LLC
4900 MONTGOMERY CINCINNATI LLC
4901 FLEET CLEVELAND LLC
4910 HARVARD NEWBURGH HEIGHTS LLC
495 MAIN STREET CHESTER, LLC
505 ROUTE 10 WHIPPANY LLC
505 ROUTE 202 BEDMINSTER LLC
506 COMMONWEALTH ERLANGER LLC
507 ALLEGHENY AVE OAKMONT, LLC
508 AVON BELDEN AVON LAKE LLC
5200 ROCKSIDE INDEPENDENCE LLC
5206 STATE PARMA LLC
5219 DETROIT SHEFFIELD LLC
5250 TORRESDALE AVE. PHILADELPHIA, LLC
528 ALTAMONT BOULEVARD FRACKVILLE, LLC
53 W FAYETTE ST UNIONTOWN, LLC
543 OHIO CINCINNATI LLC
546 WARDS CORNER LOVELAND LLC
549 HIGHWAY 36 NORTH AND MAIN STREET BELFORD, LLC
5502 MAHONING AUSTINTOWN LLC
5510 ST CLAIR CLEVELAND LLC
552 EAST 152ND CLEVELAND LLC
555 NORTH YORK HATBORO LLC
5575 DIXIE FAIRFIELD LLC
56 THIRD AVENUE SECAUCUS, LLC
5700 HOMEVILLE RD WEST MIFFLIN, LLC
5716 HULMEVILLE ROAD BENSALEM, LLC
599 EAST MAIN CANFIELD LLC
600 ROUTE 206 SOMERVILLE, LLC
600 S. OAK ROAD PRIMOS SECANE, LLC

6000 VROOMAN PAINESVILLE LLC
601 STATE HIGHWAY 12 FLEMINGTON LIMITED LIABILITY COMPANY
602 LALOR TRENTON LLC
606 MONTGOMERY AVE. NARBERTH, LLC
6151 PFEIFFER CINCINNATI LLC
632 SECOND AVENUE LONG BRANCH, LLC
6585 RIDGE PARMA LLC
6816 EASTON ROAD PIPERSVILLE, LLC
6875 MAIN ST WILLIAMSVILLE, LLC
727 EAST MAIN LEBANON LLC
735 MCCARTNEY YOUNGSTOWN LLC
736 DRESDEN EAST LIVERPOOL LLC
7380 BEECHMONT CINCINNATI LLC
7424 WEST CHESTER PIKE UPPER DARBY, LLC
7510 BROADVIEW PARMA LLC
759 CHESTER PIKE PROSPECT PARK, LLC
7799 MONTGOMERY CINCINNATI LLC
780 STELTON PISCATAWAY LLC
7961 US HIGHWAY 42 FLORENCE LLC
799 VALLEY FORGE PHOENIXVILLE LLC
800 GREENWOOD TRENTON LLC
801 NORTH LEAVITT AMHERST LLC
8020 MONTGOMERY CINCINNATI LLC
8039 BURLINGTON FLORENCE LLC
812 PASSAIC CLIFTON GAS STATION LLC
8200 COLUMBIA OLMSTED FALLS LLC
869 FISCHER TOMS RIVER LLC
8800-8812 KENNEDY BOULEVARD NORTH BERGEN, LLC
890 NORTH CANFIELD NILES YOUNGSTOWN LLC
90 ROUTE 206 FLANDERS LLC
91 MINE BROOK ROAD BERNARDSVILLE, LLC
9171 UNION CENTRE WEST CHESTER LLC
9855 MASON-MONTGOMERY MASON LLC
9996 BUSTLETON AVE. PHILADELPHIA, LLC
BELVIDERE SOMERVILLE LEBANON RINGOES FLEMINGTON LIMITED LIABILITY COMPANY
BULL CREEK LLC

CHESTNUT AND LINE STREET MIFFLINBURG, LLC
COBBLER'S CREEK LLC
D. TOPPER, LLC
DDS TOPPER, LLC
DELG - UST I, LLC
EROP - OHIO, LLC
HARLEYSVILLE GAS STATION LLC
I-295 & BLACK HORSE PIKE MOUNT EPHRAIM, LLC
I-95 & MARKET ST. MARCUS HOOK, LLC
K-1 TOPPER, LLC

K-2 TOPPER, LLC
K-3 TOPPER, LLC
K-4 TOPPER, LLC
KWIK PIK REALTY — OHIO, LLC
KYLG-UST I, LLC
LANSDALE GAS STATION LLC
MALG - UST I, LLC
MALG - UST II, LLC
MELG-UST I, LLC
MMSCC-6, LLC
NHLG - UST I, LLC
NJLG-UST I, LLC
NYLG - UST I, LLC
OHLG-UST I, LLC
PALG - UST I, LLC
PALG - UST II, LLC
PALG - UST III, LLC
PALG - UST IV, LLC
PALG - UST VI, LLC
PALG-UST V, LLC
ROOSEVELT BLVD PHILADELPHIA, LLC
ROUTE 1 AND MENLO METUCHEN LLC
ROUTE 313 & 113 DUBLIN, LLC
ROUTE 53 AND ESTLING DENVILLE LLC
SJF, LLC
SJKP, LLC
ZEBRA RUN LLC

FOR EACH OF THE COMPANIES LISTED ABOVE:

By: LGP Realty Holdings GP LLC, a Delaware limited liability company, their Manager

By: _____
Name: Joseph V. Topper, Jr.
Title: President

AGREED TO AND ACCEPTED:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

Exhibit A
Form of Global Supplement

[Name of New Grantor]
[Address of New Grantor]

[Date]

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of October 30, 2012 (the "Credit Agreement") by and among Lehigh Gas Partners LP, a Delaware limited partnership (the "Borrower"), each lender from time to time party thereto, and KeyBank National Association, as Administrative Agent for the Lenders, as Collateral Agent (in its capacity as collateral agent, the "Collateral Agent"), as L/C Issuer, as Joint Lead Arranger and as Joint Book Runner, RBS Citizens, N.A., as Joint Lead Arranger and as Joint Book Runner, and Citizens Bank of Pennsylvania, as Syndication Agent. All capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

Reference is also made to (i) that certain Second Amended and Restated Security Agreement, dated as of October 30, 2012, (the "Security Agreement") by and among the Borrower, the other Grantors listed on the signature pages thereto and the other Persons who may become party to the Security Agreement from time to time pursuant to Section 4.14 thereof (together with the Borrower, collectively, the "Grantor"), and the Collateral Agent, for its own benefit and the benefit of the other Secured Parties; and (ii) that certain Second Amended and Restated Guaranty, dated as of October 30, 2012, (the "Guaranty") by and among the Guarantors listed on the signature pages thereto and the other Persons who may become party to the Guaranty from time to time (collectively, the "Guarantors"), and the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties.

This Global Supplement supplements the Security Agreement and the Guaranty and is delivered by the undersigned, , a , (the "New Subsidiary"), pursuant to Section 6.12 of the Credit Agreement, Section 4.14 of the Security Agreement and Section 24 of the Guaranty. The New Subsidiary is a Subsidiary of a Loan Party and is required by the terms of the Credit Agreement to become a "Guarantor" under the Credit Agreement and be joined as a party to the Guaranty and the Security Agreement. The New Subsidiary will materially benefit directly and indirectly from the credit facilities made available to the Borrower by the Lenders under the Credit Agreement.

The New Subsidiary hereby irrevocably, absolutely and unconditionally becomes a Grantor party to the Security Agreement and a Guarantor party to the Guaranty bound by all of the terms, covenants, agreements, conditions, liabilities and undertakings set forth in the Security

Agreement and Guaranty, respectively, to the same extent that it would have been bound if it had been a signatory to the Security Agreement and Guaranty on the date of such Agreement. The New Subsidiary hereby makes each of the representations, warranties, acknowledgements and certifications and agrees to each of the covenants applicable to the (i) Grantors contained in the Security Agreement, (ii) Guarantors contained in the Guaranty and (iii) Guarantors contained in the Credit Agreement.

Without limiting the generality of the foregoing, the New Subsidiary hereby (i) grants and pledges to the Collateral Agent, its successors and assigns, for its own benefit and the benefit of the other Secured Parties, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral and expressly assumes all obligations and liabilities of a Grantor under the Security Agreement; and (ii) acknowledges and agrees that it is jointly and severally liable for the payment and performance in full of all of the Guaranteed Obligations (as defined in the Guaranty) under the Guaranty to the same extent and with the same force and effect as if the New Subsidiary had originally been one of the Guarantors under the Guaranty and had originally executed the same as a Guarantor (in each case, subject to the terms, conditions and limitations set forth in the Credit Agreement, Security Agreement and Guaranty, as applicable to the New Subsidiary). Except as specifically modified hereby, all the terms and conditions of the Security Agreement and the Guaranty shall remain unchanged and in full force and effect.

Annexed hereto are supplements to each of the schedules to the Security Agreement with respect to the New Subsidiary. Such supplements shall be deemed to be part of the Security Agreement.

The New Subsidiary agrees to execute and deliver such further instruments and documents and do such further acts and things as the Collateral Agent may reasonably deem necessary or proper to carry out more effectively the purposes of this Global Supplement.

The New Subsidiary hereby irrevocably waives notice of acceptance of this Global Supplement and acknowledges that the Obligations are and shall be deemed to be incurred, and credit extensions under the Loan Documents made and maintained, in reliance on this Global Supplement and the New Subsidiary's joinder as a party to the Guaranty and Security Agreement as herein provided.

This Global Supplement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

THIS GLOBAL SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND THE PROVISIONS OF SECTION 18 OF THE GUARANTY ARE HEREBY INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.

IN WITNESS WHEREOF, the New Subsidiary has caused this Global Supplement to be executed and delivered by its duly authorized officer as of the date first above written.

[NEW SUBSIDIARY]

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

[Supplemental Schedules to Security Agreement to be attached]

EXHIBIT F-1

SECOND AMENDED AND RESTATED SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement"), dated as of October 30, 2012, by and among LEHIGH GAS PARTNERS LP, a Delaware limited partnership (the "Borrower"), the other undersigned Persons listed on the signature pages hereto, and the other Persons who may become party to this Agreement from time to time pursuant to Section 4.14 hereof (each, a "Guarantor" and collectively, the "Guarantors") (the Borrower and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and KEYBANK NATIONAL ASSOCIATION, a national banking association, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among (i) the Borrower, (ii) the lenders from time to time party thereto (each, individually, a "Lender" and, collectively, the "Lenders"), (iii) KeyBank National Association, as Administrative Agent for the Lenders, as Collateral Agent, as L/C Issuer, as Joint Lead Arranger and as Joint Book Runner, (iv) RBS Citizens, N.A., as Joint Lead Arranger and as Joint Book Runner, and (v) Citizens Bank of Pennsylvania, as Syndication Agent, pursuant to which the Lenders have agreed to make Loans (as defined in the Credit Agreement) to the Borrower, and the L/C Issuer has agreed to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrower, upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, reference is also made to that certain Second Amended and Restated Guaranty, dated as of the date hereof (as amended, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by the Guarantors in favor of the Collateral Agent for the benefit of the Secured Parties, pursuant to which the Guarantors guarantee the payment and performance of the Guaranteed Obligations (as defined in the Guaranty);

WHEREAS, the obligations of the Lenders to make the Loan and of the L/C Issuer to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Secured Obligations (as defined herein); and

WHEREAS, certain of the Grantors and the Collateral Agent are parties to the Amended and Restated Security Agreement, dated as of December 30, 2010 (as amended by the joinders thereto, collectively, the "Previous Security Agreement"), and the parties hereto have agreed to amend and restate the Previous Security Agreement in its entirety as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of

their respective successors or assigns), hereby amend and restate the Previous Security Agreement in its entirety as follows:

ARTICLE 1

Definitions

Section 1.01 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the Security Interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

Section 1.02 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the UCC. In addition, as used herein, the following terms shall have the following meanings:

"Accessions" shall have the meaning given that term in the UCC.

"Account" shall have the meaning given that term in the UCC.

"Account Debtor" shall have the meaning given that term in the UCC.

"Accounts Receivable" means an "account", "tangible chattel paper" or "note", as defined in the UCC, in favor of a Grantor.

"Blue Sky Laws" shall have the meaning assigned to such term in Section 8.01(c) of this Agreement.

"Borrower" shall have the meaning assigned to such term in the preamble of this Agreement.

"Chattel Paper" shall have the meaning given that term in the UCC.

"Collateral" shall mean all personal property of each Grantor, whether now existing or hereafter from time to time arising or acquired and wherever located, including, without limitation, all (a) Accounts Receivable, (b) Chattel Paper, (c) Commercial Tort Claims (including, but not limited to, those Commercial Tort Claims listed on Schedule 3.08 hereto), (d) Deposit Accounts, (e) Documents, (f) Equipment, (g) Fixtures, (h) General Intangibles (including Payment Intangibles), (i) Goods, (j) Instruments, (k) Inventory, (l) Investment Property, (m) Letter-of-Credit Rights, (n) Software, (o) Supporting Obligations, (p) money, policies and certificates of insurance, deposits, cash, or other property, (q) IP Collateral, (r) all books, records, and information relating to any of the foregoing ((a) through (q)) and/or to the operation of any

Grantor's business, and all rights of access to such books, records, and information, and all property in which such books, records, and information are stored, recorded and maintained, (s) all insurance proceeds, refunds, and premium rebates (but only as they relate to the Collateral), including, without limitation, proceeds of fire and credit insurance, whether any of such proceeds, refunds, and premium rebates arise out of any of the foregoing ((a) through (r)) or otherwise, (t) all liens, guaranties, rights, remedies, and privileges pertaining to any of the foregoing ((a) through (s)), including the right of stoppage in transit, and (u) any of the foregoing, whether now owned or now due, or in which any Grantor has an interest, or hereafter acquired, arising, or to become due, or in which any Grantor obtains an interest, and all products, Proceeds, substitutions, and Accessions of or to any of the foregoing; provided, however, that the Collateral shall not include, and the Security Interest shall not attach to (i) any rights or property acquired under a lease, contract, property rights agreement or license, the grant of a security interest in which shall constitute or result in (1) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (2) a breach or termination pursuant to the terms of, or a default under, any lease, contract, property rights agreement or license (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Law or principles of equity), provided that the Proceeds from any such lease, contract, property rights agreement or license shall not be excluded from the definition of Collateral to the extent that the assignment of such Proceeds is not prohibited and, (ii) as to MALG - UST II, LLC, MELG-UST I, LLC, NHLG - UST I, LLC, PALG - UST I, LLC, PALG - UST II, LLC and PALG - UST III, LLC, the "UST Systems" (as such term is defined in the Getty Lease).

"Collateral Account" means any Deposit Account or Securities Account subject to a Control Agreement.

"Collateral Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

"Collateral Agent's Rights and Remedies" shall have the meaning assigned to such term in Section 10.08.

"Commercial Tort Claim" shall have the meaning given that term in the UCC.

"Commodity Account" shall have the meaning given that term in the UCC.

"Commodity Intermediary" shall have the meaning given that term in the UCC.

"Control" shall have the meaning given that term in the UCC.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Deposit Account" shall have the meaning given that term in the UCC and shall also include all demand, time, savings, passbook, or similar accounts maintained with a bank or other financial institution.

"Depository Bank" means a bank at which a Deposit Account of any Grantor is maintained.

"Documents" shall have the meaning given that term in the UCC.

"Electronic Chattel Paper" shall have the meaning given that term in the UCC.

"Equipment" shall mean "equipment", as defined in the UCC, and shall also mean all furniture, store fixtures, motor vehicles, rolling stock, machinery, office equipment, plant equipment, tools, dies, molds, and other goods, property, and assets which are used and/or were purchased for use in the operation or furtherance of a Grantor's business, and any and all Accessions or additions thereto, and substitutions therefor.

"Financial Asset" shall have the meaning given that term in the UCC.

"Financing Statement" shall have the meaning given that term in the UCC.

"Fixtures" shall have the meaning given that term in the UCC.

"General Intangibles" shall have the meaning given that term in the UCC, and shall also include, without limitation, all: Payment Intangibles; rights to payment for credit extended; deposits; amounts due to any Grantor; credit memoranda in favor of any Grantor; warranty claims; tax refunds and abatements; insurance refunds and premium rebates relating to any Collateral; all means and vehicles of investment or hedging, including, without limitation, options, warrants, and futures contracts; records; customer lists; telephone numbers; goodwill; causes of action; judgments; rights to collect payments under any settlement or other agreement; literary rights; rights to performance; royalties; license and/or franchise fees; rights of admission; licenses; franchises; license agreements, including all rights of any Grantor to enforce same; permits, certificates of convenience and necessity, and similar rights granted by any governmental authority; developmental ideas and concepts; proprietary processes; blueprints, drawings, designs, diagrams, plans, reports, and charts; catalogs; technical data; tapes, disks, semi-conductors chips and printouts; IP Collateral; proposals; cost estimates, and reproductions on paper, or otherwise, of any and all concepts or ideas, and any matter related to, or connected with, the design, development, manufacture, sale, marketing, leasing, or use of any or all property produced, sold, or leased, by or credit extended or services performed, by any Grantor, whether intended for an individual customer or the general business of any Grantor, or used or useful in connection with research by any Grantor.

"Goods" shall have the meaning given that term in the UCC.

"Grantor" and "Grantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Guarantor" and "Guarantors" shall have the meanings assigned to such term in the preamble of this Agreement.

"Guaranty" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Indemnitee" shall have the meaning assigned to such term in Section 9.06 of this Agreement.

"Instruments" shall have the meaning given that term in the UCC.

"Inventory" shall have the meaning given that term in the UCC, and shall also include, without limitation, all: (a) Goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) Goods of said description in transit; (c) Goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

"Investment Property" shall have the meaning given that term in the UCC.

"IP Collateral" shall mean, collectively: (i) all Copyrights and Copyright Licenses; (ii) all Patents and Patent Licenses; (iii) all Trademarks and Trademark Licenses; (iv) all other Licenses; (v) all renewals of any of the foregoing; (v) all trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other IP Collateral and proprietary rights; (vi) all General Intangibles connected with the use of, or related to, any and all IP Collateral (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all IP Collateral and the use thereof); (vii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof; (viii) the right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and (ix) all of the Grantors' rights corresponding to any of the foregoing throughout the world.

"Lender" and "Lenders" shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

"Letter-of-Credit Right" shall have the meaning given that term in the UCC and shall also mean any right to payment or performance under a letter of credit, whether or not the beneficiary has demanded, or is at the time entitled to demand, payment or performance.

"Letters of Credit" shall have the meaning given that term in the UCC.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any IP Collateral.

"Patents" shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents.

"Notice of Exclusive Control" means a "Notice of Exclusive Control" as defined in any Control Agreement.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent.

"Payment Intangible" shall have the meaning given that term in the UCC and shall also mean any General Intangible under which the Account Debtor's primary obligation is a monetary obligation.

"Perfection Certificate" means a certificate completed and supplemented with the schedules contemplated thereby to the reasonable satisfaction of the Collateral Agent, and signed by an Authorized Officer of the applicable Grantor delivering the same.

"Permitted Liens" shall mean Liens permitted under Section 7.01 of the Credit Agreement.

"Proceeds" shall mean "proceeds", as defined in the UCC, and shall also mean each type of property described in the definition of Collateral.

"Secured Obligations" shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in each Guaranty).

"Securities Act" shall have the meaning assigned to such term in Section 6.01(c) of this Agreement.

"Securities Account" shall have the meaning given that term in the UCC.

"Securities Intermediary" shall have the meaning given that term in the UCC.

"Security" shall have the meaning given that term in the UCC.

"Security Agreement Supplement" shall mean a supplement and/or joinder, as applicable, to this Agreement substantially in the form of Exhibit A hereto.

"Security Entitlement" shall have the meaning given that term in the UCC.

"Security Interest" shall have the meaning assigned to such term in Section 2.01 of this Agreement.

"Software" shall have the meaning given that term in the UCC.

"Supporting Obligation" shall have the meaning given that term in the UCC and shall also refer to a Letter-of-Credit Right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument, or Investment Property.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark.

"Voting Equity Interests" shall mean, with respect to any Person, the Equity Interests of all classes (or equivalent interests) which ordinarily, in the absence of contingencies, entitle holders thereof to vote for the election of directors (or Persons performing similar functions) of such Person, even though the right so to vote has been suspended by the happening of such contingency.

Section 1.03 Rules of Interpretation. The rules of interpretation specified in Sections 1.02 through 1.06 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE 2

Security Interest

Section 2.01 Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for its own benefit and the benefit of the other Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, each Grantor hereby designates the Collateral Agent as such Grantor's true and lawful attorney, exercisable by the Collateral Agent whether or not an Event of Default exists, with full power of substitution, at the Collateral Agent's option, to file one or more Financing Statements, continuation statements, or to sign other documents for the purpose of perfecting, confirming, continuing, or protecting the Security Interest granted by each Grantor, without the signature of any Grantor (each Grantor hereby appointing the Collateral Agent as such Person's attorney to sign such Person's name to any such instrument or document, whether or not an Event of Default exists), and naming any Grantor or the Grantors, as debtors, and the Collateral Agent, as secured party, (i) in the event such Grantor fails to so file or sign within five (5) Business Days after demand in absence of an Event of Default or (ii) immediately without demand or notice, if an Event of Default exists and is continuing. Any such financing statement may indicate the Collateral as "all assets of the Grantor", "all personal property of the debtor" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC.

Section 2.02 No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE 3

Representations and Warranties

Each Grantor represents and warrants to the Collateral Agent and the other Secured Parties that:

Section 3.01 Title and Authority. Each Grantor has good and valid rights in, and title to, the Collateral with respect to which it has purported to grant a Security Interest hereunder, subject only to Permitted Liens, and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person, other than any consent or approval which has been obtained.

Section 3.02 Filings. Upon the filing of UCC Financing Statements or other appropriate filings, recordings or registrations naming each Grantor as "debtor" and the Collateral Agent as "secured party" and containing a description of the Collateral in each governmental, municipal or other office as is necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, the Security Interest granted to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) hereunder shall constitute a legal, valid and perfected security interest in the Collateral, and no further or subsequent filing, refiling, recording, rerecording, registration or re-registration is necessary in any such jurisdiction, except as provided under applicable Law with respect to the filing of continuation statements or as a result of any change in a Grantor's name or jurisdiction of incorporation or formation or under any other circumstances under which, pursuant to the UCC, filings previously made have become misleading or ineffective in whole or in part.

Section 3.03 Validity and Priority of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all of the Collateral securing the payment and performance of the Secured Obligations, and (b) subject to the making of the filings described in Section 3.02 above, a perfected security interest in all of the Collateral (to the extent perfection in the Collateral can be accomplished by such filing) and (c) subject to the obtaining of Control, a perfected security interest in all of the Collateral (to the extent perfection in the Collateral can be accomplished by Control). The Security Interest is and shall be prior to any other Lien on any of the Collateral, subject only to Permitted Liens having priority by operation of applicable Law.

Section 3.04 Absence of Other Liens. The Collateral is owned by each Grantor free and clear of any Lien, except for (i) Permitted Liens or (ii) Liens for which termination statements or releases (or payoff letters providing for the delivery or filing of termination statements or releases) have been delivered to the Collateral Agent. Except, in each case, for Permitted Liens, no Grantor has (a) filed or consented to the filing of (i) any Financing Statement or analogous

document under the UCC or any other applicable Law covering any Collateral, (ii) any assignment in which any Grantor assigns any IP Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, or (b) entered into any agreement in which any Grantor grants Control over any Collateral, which Financing Statement, control agreement or analogous document, assignment, security agreement or similar instrument is still in effect.

Section 3.05 Perfection Certificates. Each Perfection Certificate delivered by any Grantor (whether delivered pursuant to Section 4.15(a) of this Agreement or pursuant to the Credit Agreement), and all information set forth therein, is true and correct in all respects, except to the extent that such Perfection Certificate has been supplemented or replaced in each case in accordance with this Agreement.

Section 3.06 Bailees, Warehousemen, Etc. Except as set forth on Schedule 3.06 hereto, no Inventory of any Grantor is in the care or custody of any third party or stored or entrusted with a bailee or other third party and none shall hereafter be placed under such care, custody, storage or entrustment unless a collateral access agreement, in form and substance reasonably satisfactory to the Collateral Agent, is delivered to the Collateral Agent by such third party or bailee.

Section 3.07 Consignments. Except as set forth on Schedule 3.07 hereto, no Grantor has, and none shall have, possession of any property on consignment.

Section 3.08 Commercial Tort Claims. As of the date hereof, none of the Collateral consists of a Commercial Tort Claim, except as set forth on Schedule 3.08 hereto.

Section 3.09 Instruments and Chattel Paper. As of the date hereof, no amounts payable under or in connection with any of the Collateral are evidenced by any Instrument or Chattel Paper with an individual face value in excess of $200,000 (or, with respect to all such Instruments or Chattel Paper, an aggregate face value in excess of $1,000,000), other than such Instruments and Chattel Paper listed in Schedule 3.09 hereto. Each Instrument and each item of Chattel Paper listed in Schedule 3.09 hereto has been properly endorsed, assigned and delivered to the Collateral Agent, accompanied by instruments of transfer or assignment duly executed in blank.

Section 3.10 Deposit Accounts. As of the date hereof, no Grantor has any Deposit Accounts other than those listed in Schedule 3.10 hereto

Section 3.11 Securities Accounts and Commodity Accounts. As of the date hereof, no Grantor has any Securities Accounts or Commodity Accounts other than those listed in Schedule 3.11 hereto.

Section 3.12 Electronic Chattel Paper and Transferable Records. As of the date hereof, no amount under or in connection with any of the Collateral is evidenced by any Electronic Chattel Paper or any "transferable record" (as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act, as in effect in any relevant jurisdiction) with an individual face value in excess of $200,000 (or, with respect to all such Electronic Chattel Paper or transferable records, an aggregate

face value in excess of $1,000,000), other than such Electronic Chattel Paper and transferable records listed in Schedule 3.12 hereto.

Section 3.13 Intellectual Property. As of the date hereof, no Grantor uses any IP Collateral in connection with its business other than that listed in Schedule 3.13 hereto.

ARTICLE 4

Covenants

Section 4.01 Change of Name; Location of Collateral; Records; Place of Business.

(a) Each Grantor will furnish to the Collateral Agent at least five (5) days prior written notice of any change from the following information set forth in Schedule 4.01 hereto in: (i) any Grantor's name or any trade name used to identify it in the conduct of its business or in the ownership of its properties; (ii) the location of any Grantor's chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility); (iii) any Grantor's organizational structure or jurisdiction of incorporation or formation; or (iv) any Grantor's Federal Taxpayer Identification Number or organizational identification number, if any, assigned to it by its state of organization. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings, publications and registrations have been made under the UCC or other applicable Law that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral (subject only to Permitted Liens having priority by operation of applicable Law) for its own benefit and the benefit of the other Secured Parties.

(b) Each Grantor agrees (i) to maintain, at its own cost and expense, records with respect to the Collateral owned by it which are complete and accurate in all material respects and which are consistent with its current practices, but in any event to include accounting records which are complete in all material respects indicating all payments and proceeds received with respect to any part of the Collateral, and (ii) at such time or times as the Collateral Agent may reasonably request and as specified in the Credit Agreement, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

Section 4.02 Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions reasonably necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien (other than Permitted Liens).

Section 4.03 Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, Financing Statements, agreements and instruments and take all such further actions as the Collateral Agent may from time

to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby or the validity or priority of such Security Interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any Financing Statements or other documents in connection herewith or therewith. Without limiting the foregoing, but subject to the other provisions of this Agreement and the Credit Agreement, each Grantor, at its sole cost and expense, will duly execute, acknowledge and deliver all such agreements, instruments and other documents and take all such actions (including, without limitation, (i) physically pledging Instruments, Documents, Promissory Notes, Chattel Paper and certificates evidencing any Investment Property or any of the Pledged Equity with the Collateral Agent, (ii) obtaining Control Agreements for Securities Accounts and Deposit Accounts in accordance with this Agreement and the Credit Agreement, (iii) obtaining from other Persons lien waivers and bailee letters as the Collateral Agent shall reasonably request, (iv) obtaining from other Persons agreements evidencing the exclusive control and dominion of the Collateral Agent over any of the Collateral, in instances where obtaining control over such Collateral is the only or best method of perfection, and (v) making filings, recordings and registrations), as the Collateral Agent may from time to time reasonably instruct to better assure, preserve, protect and perfect the security interest of the Collateral Agent in the Collateral of such Grantor, and the rights and remedies of the Collateral Agent hereunder, or otherwise to further effectuate the intent and purposes of this Agreement and to carry out the terms hereof.

Section 4.04 Inspection and Verification. Each Grantor shall permit representatives and independent contractors of the Collateral Agent to visit its properties and inspect the Collateral and all records related thereto (and to make extracts and copies from such records), to discuss its affairs, finances and accounts with its directors, officers, accountant and accounting firm, and to conduct appraisals, commercial finance examinations and other evaluations, all in accordance with and subject to the terms and conditions of Section 6.10 of the Credit Agreement. The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right to verify the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, if an Event of Default has occurred, in the case of Accounts or Collateral in the possession of any third Person, by contacting Account Debtors or the third Person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the right, subject to the confidentiality provisions of Section 10.07 of the Credit Agreement, to share any information it gains from such inspection or verification with any Secured Party. The Grantors shall pay the reasonable out-of-pocket fees and expenses of the Collateral Agent or such other Persons with respect to such inspections and verifications to the extent required by the terms of Section 6.10 of the Credit Agreement.

Section 4.05 Taxes; Encumbrances. Except where (a) the validity or amount of any tax, assessment, charge, fee or Lien is being contested in good faith by appropriate proceedings and in accordance with the Credit Agreement and that non-payment thereof will not result in the forfeiture, sale, loss or diminution of any interest of the applicable Grantor (or the Collateral Agent) in the Collateral and (b) such Grantor has set aside on its books adequate reserves with respect thereto in accordance with GAAP, at its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, at any time levied or placed on the Collateral (other than Permitted Liens), and may take any other action which the Collateral Agent may reasonably deem necessary or desirable to repair, maintain or preserve any of the Collateral to the extent any

Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent within five (5) Business Days after demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization;

provided, however, that the Collateral Agent shall not have any obligation to undertake any of the foregoing and shall have no liability on account of any action so undertaken except where a court of competent jurisdiction determines by final and nonappealable judgment that the Collateral Agent's actions constitute gross negligence or willful misconduct; provided further that the making of any such payments or the taking of any such action by the Collateral Agent shall not be deemed to constitute a waiver of any Default or Event of Default arising from any Grantor's failure to have made such payments or taken such action. Nothing in this Section 4.05 shall be interpreted as excusing any Grantor from the performance of any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

Section 4.06 Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account with a value in excess of $200,000 (or, with respect to all such property, an aggregate value in excess of $1,000,000), other than security interests granted to such Grantor pursuant to franchise agreements or commission agent agreements, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of, and transferees from, the Account Debtor or other Person granting the security interest.

Section 4.07 Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof except where the failure to observe and perform could not be reasonably expected to have a Material Adverse Effect, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

Section 4.08 Use and Disposition of Collateral. None of the Grantors shall make or permit to be made a collateral assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral or shall grant Control of any Collateral to any Person, except for Permitted Liens. Except for Dispositions permitted under Section 7.05 of the Credit Agreement, none of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except with respect to the following: (a) Inventory in transit; (b) Inventory placed under the care, custody, storage or entrustment of a bailee or other third party, provided that such bailee or other third party shall have delivered to the Collateral Agent a Collateral Access Agreement on terms reasonably satisfactory to the Collateral Agent; (c) sales of Inventory in the ordinary course of business; (d) movement of Inventory from one location of such Grantor to another location of such Grantor; (e) disposal of Equipment which is obsolete, worn out, or damaged beyond repair, or no longer used or useful, and (f) funds in Deposit Accounts.

Section 4.09 Limitation on Modification of Accounts. None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of

any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, except, in each case, for extensions, releases, credits, discounts, compromises or settlements granted or made in the ordinary course of business or consistent with its current practices.

Section 4.10 Insurance.

(a) Each Grantor shall (i) maintain or shall cause to be maintained such insurance as is required pursuant to Section 6.07 of the Credit Agreement; and (ii) furnish to the Collateral Agent, upon written request, full information as to the insurance carried.

(b) Each Grantor hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact), exercisable only after the occurrence and during the continuance of an Event of Default, for the purpose of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or in part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.10, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, within five (5) Business Days after written demand, by the Grantors to the Collateral Agent and shall be additional Secured Obligations secured hereby.

Section 4.11 Commercial Tort Claims. If any Grantor shall at any time hold or acquire a Commercial Tort Claim having a value in excess of $200,000, such Grantor shall promptly (but, in any event, within five (5) Business Days) notify the Collateral Agent in writing of the details thereof, and such Grantor shall take such actions as the Collateral Agent shall reasonably request in order to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a perfected security interest therein and in the Proceeds thereof.

Section 4.12 Legend. Upon the occurrence and during the continuance of an Event of Default, and at the request of the Collateral Agent, each Grantor shall legend, in form and manner reasonably satisfactory to the Collateral Agent, its Accounts and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts have been assigned to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, and that the Collateral Agent has a security interest therein.

Section 4.13 Other Actions. In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's Security

Interest in the Collateral, each Grantor covenants and agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Collateral:

(a) If any amount then payable under or in connection with any of the Collateral shall become evidenced by any Instrument or Chattel Paper with an individual face value in excess of $200,000 (or, with respect to all such Instruments or Chattel Paper, an aggregate face value in excess of $1,000,000), other than such Instruments and Chattel Paper listed in Schedule 3.09 hereto, the Grantor acquiring such Instrument or Chattel Paper shall promptly (but, in any event, within five (5) Business Days after receipt thereof) endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

(b) As between the Collateral Agent and the Grantors, the Grantors shall bear the investment risk with respect to the Investment Property and Pledged Equity, and the risk of loss of, damage to, or the destruction of, the Investment Property and Securities (except where a court of competent jurisdiction determines by final and nonappealable judgment that such loss, damage or destruction has resulted from the gross negligence or willful misconduct of the Collateral Agent), whether in the possession of, or maintained as a Security Entitlement or deposit by, or subject to the Control of, the Collateral Agent, a Securities Intermediary, a Commodity Intermediary, any Grantor or any other Person.

(c) If any amount payable under or in connection with any of the Collateral shall become evidenced by any Electronic Chattel Paper or any transferable record with an individual face value in excess of $200,000 (or, with respect to all such Electronic Chattel Paper or transferable records, an aggregate face value in excess of $1,000,000), other than such Electronic Chattel Paper and transferable records listed in Schedule 3.12 hereto, the Grantor acquiring such Electronic Chattel Paper or transferable record shall promptly notify the Collateral Agent thereof and shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent Control of such Electronic Chattel Paper under Section 9-105 of the UCC or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as in effect in such jurisdiction, of such transferable record.

(d) If any Grantor is at any time a beneficiary under a Letter of Credit now or hereafter issued having a face value in an amount in excess of $200,000 (or with respect to all such Letters of Credit, having an aggregate face value in an amount in excess of $1,000,000), such Grantor shall promptly notify the Collateral Agent thereof and such Grantor shall, at the request of the Collateral Agent, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such Letter of Credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the Letter of Credit and to cause the proceeds of any drawing under such Letter of Credit to be paid directly to the Collateral Agent after the occurrence and during the continuance of any Event of Default, or (ii) arrange for the Collateral Agent to become the transferee beneficiary of such Letter of Credit, with the Collateral Agent agreeing, in each case, that the proceeds of any

drawing under the Letter of Credit are to be paid directly to the Collateral Agent after the occurrence and during the continuance of any Event of Default and applied as provided in the Credit Agreement.

Section 4.14 Joinder of Additional Grantors; Supplements. Upon the formation or acquisition of any new direct or indirect Subsidiary (other than any Foreign Subsidiary or a Subsidiary that is held directly or indirectly by a Foreign Subsidiary) by any Grantor, then such Grantor shall, at such Grantor's expense, cause such Subsidiary to execute and deliver to the Collateral Agent a Global Supplement substantially in the form of Exhibit A hereto and to comply with the requirements of Section 6.12 of the Credit Agreement (the "Global Supplement"), within the time periods specified therein, and, upon such execution and delivery, such Subsidiary shall constitute a "Grantor" for all purposes hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of such Global Supplement shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

Upon the acquisition of any property by any Grantor, if such property, in the judgment of the Collateral Agent, shall not already be subject to a perfected first priority security interest in favor of the Collateral Agent for the benefit of the Secured Parties, then the Grantor shall, at the Grantors' expense, execute and deliver to the Collateral Agent a Global Supplement substantially in the form of Exhibit A hereto. If the Collateral is IP Collateral, the Grantor shall, at the Grantor's expense, execute and deliver to the Collateral Agent an intellectual property security agreement in form and substance reasonably acceptable to the Collateral Agent (the "Intellectual Property Security Agreement"), and to comply with the requirements of Section 6.12 of the Credit Agreement, within the time periods specified therein. The execution and delivery of such Global Supplement and/or Intellectual Property Security Agreement shall not require the consent of any Grantor hereunder.

Section 4.15 Perfection Certificates; Collateral Reports.

(a) Each Grantor shall provide to the Collateral Agent a completed Perfection Certificate, duly executed by an Authorized Officer of such Grantor, together with all schedules required to be delivered in connection therewith (i) on the Closing Date as required pursuant to the Credit Agreement, (ii) on each date required pursuant to Section 6.02(k) of the Credit Agreement, and (iii) on the date that any additional Grantor becomes a party to this Agreement pursuant to Section 4.14 hereof; provided that the delivery of such new Perfection Certificate shall not serve to cure, or constitute a waiver of, any Default or Event of Default that may have occurred as a result of such information becoming untrue, incorrect, inaccurate or incomplete in any material respect.

(b) Collateral Reports. In addition to the reporting requirements set forth in Section 6.02(j) of the Credit Agreement, whenever a reasonable request setting forth the basis for such request is received from the Collateral Agent, each Grantor will promptly, at its own sole cost and expense, deliver to the Collateral Agent, in written hard copy form or other readable form, as specified by the Collateral Agent, such listings, agings, descriptions, schedules and other reports with respect to its Accounts Receivable,

Inventory, Equipment and other Collateral as the Collateral Agent may instruct, all of the same to be in such scope, categories and detail as the Collateral Agent may reasonably request and to be accompanied by copies of invoices and other documentation as and to the extent instructed by the Collateral Agent.

ARTICLE 5

Accounts

Section 5.01 Deposit Accounts.

(a) The Grantors shall cause all Deposit Accounts to be subject at all times to a fully effective Control Agreement except (i) any payroll account used exclusively for funding the payroll obligations of the Grantors in the ordinary course of business, or (ii) any Deposit Account so long as the aggregate balance in any such Deposit Account is not in excess of $15,000 and the aggregate balance of all Deposit Accounts that are not subject to control agreements is not in excess of $100,000 (any Deposit Account that is not required to be subject to a control agreement pursuant to this Section 5.01 shall be referred to as an "Excluded Deposit Account").

(b) Immediately upon the creation or acquisition of any new Deposit Account (other than any Deposit Account that would qualify as an Excluded Deposit Account) or any interest therein by any Grantor, such Grantor shall cause to be in full force and effect, prior to the deposit of any funds therein, a Control Agreement duly executed by such Grantor, the Collateral Agent and the applicable Depositary Bank.

Section 5.02 Securities Accounts and Commodities Accounts.

(a) The Grantors shall cause all Securities Accounts or Commodity Accounts to be subject at all times to a fully effective control agreement.

(b) Immediately upon the creation or acquisition of any new Securities Account or Commodity Account or any interest therein by any Grantor, such Grantor shall cause to be in full force and effect, prior to the crediting of any financial asset with respect to which any Grantor is an entitlement holder, a control agreement duly executed by such Grantor, the Collateral Agent and the applicable Securities Intermediary or Commodity Intermediary, as the case may be.

(c) The provisions of this Section 5.02 shall not apply to any Financial Assets credited to a Securities Account for which the Collateral Agent is the Securities Intermediary. No Grantor shall grant Control over any Investment Property to any person other than the Collateral Agent.

Section 5.03 Operation of Collateral Accounts. Except as expressly permitted pursuant to this Agreement or the Credit Agreement, the Grantors shall cause all cash and Cash Equivalents and all securities entitlements to be maintained in Collateral Accounts. Prior to the occurrence and continuance of an Event of Default, the Grantors may withdraw, or direct the disposition of, funds and other investments or financial assets held in the Collateral Accounts. Upon the occurrence and

during the continuance of an Event of Default, upon written notice to any Grantor, the Collateral Agent shall be permitted to (i) retain, or instruct the relevant Securities Intermediary or Depositary Bank to retain, all cash and investments held in any Collateral Account, (ii) liquidate or issue entitlement orders with respect to, or instruct the relevant Securities Intermediary or Depositary Bank to liquidate, any or all investments or financial assets held in any Collateral Account, (iii) issue a Notice of Exclusive Control or other similar instructions with respect to any Collateral Account and instruct the Depositary Bank or Securities Intermediary to follow the instructions of the Collateral Agent, and (iv) withdraw any amounts held in any Collateral Account and apply such amounts in accordance with the terms of this Agreement and the Credit Agreement.

Section 5.04 Collection of Accounts.

(a) Each Grantor shall, in a manner consistent with the provisions of this Article V, endeavor to cause to be collected from the account debtor named in each of its Accounts Receivable, as and when due (including, without limitation, amounts which are delinquent, such amounts to be collected in accordance with generally accepted lawful collection procedures), any and all amounts owing under or on account of such Accounts Receivable and shall, if required to do so pursuant to the terms of this Agreement, cause such collections to be deposited or held in a Collateral Account.

(b) Each Grantor shall, and the Collateral Agent hereby authorizes each Grantor to, enforce and collect all amounts owing to it on its Inventory and Accounts Receivable, for the benefit and on behalf of the Collateral Agent and the other Secured Parties; provided, however, that such privilege may at the sole option of the Collateral Agent, by written notice to the Borrower (on behalf of all Grantors), be terminated upon the occurrence and during the continuance of any Event of Default.

ARTICLE 6

IP Collateral

Section 6.01 Recording of Intellectual Property Security Agreement. If a Grantor acquires any Trademark, Copyright or Patent, such Grantor agrees to execute or otherwise authenticate an Intellectual Property Security Agreement, for recording the security interest granted hereunder to the Collateral Agent in such IP Collateral with the U.S. Patent and Trademark Office, the U.S. Copyright Office, and any other U.S. governmental authorities necessary to perfect the security interest hereunder in such IP Collateral.

Section 6.02 Registration of Intellectual Property. If any Grantor acquires any Trademark, Copyright or Patent, except to the extent failure to act could not reasonably be expected to have a Material Adverse Effect, with respect to registrations and applications of IP Collateral, each Grantor agrees to take, at its expense, all commercially reasonable steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority located in the United States, to (i) maintain the validity and enforceability of such registrations and applications of IP Collateral and maintain such registrations and applications of IP Collateral in full force and effect, and (ii) if consistent with the reasonable business judgment of such Grantor**,** pursue the registration and maintenance of all Patents,

Trademarks or Copyrights material to the conduct of its business, now or hereafter included in such IP Collateral owned by such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. No Grantor shall, without the written consent of the Collateral Agent, discontinue use of or otherwise abandon any of its IP Collateral, unless such Grantor shall have previously determined that such use or the pursuit or maintenance of such IP Collateral is no longer desirable in the conduct of such Grantor's business.

Section 6.03 Infringements. In the event that any Grantor becomes aware that any material item of its IP Collateral is being infringed or misappropriated by a third party in any way, that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, such Grantor shall promptly notify the Collateral Agent and shall take such actions, at its expense, as such Grantor or the Collateral Agent reasonably deems appropriate under the circumstances, if consistent with its reasonable business judgment, to protect or enforce such IP Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation.

Section 6.04 Use of Intellectual Property. Each Grantor hereby agrees not to divest itself of any material right under or with respect to any IP Collateral material to its business other than in the ordinary course of business or as expressly permitted pursuant to the Credit Agreement absent prior written approval of the Collateral Agent.

ARTICLE 7

Power of Attorney

Section 7.01 Power of Attorney. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Secured Parties, (a) (i) in the event such Grantor fails to take any action required by Section 2.01 within five (5) Business Days after demand if no Event of Default exists, or (ii) immediately without notice or demand, if an Event of Default exists, to take actions required to be taken by the Grantors under Section 2.01 of this Agreement, (b) upon the occurrence and during the continuance of an Event of Default, (i) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof, (ii) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (iii) to sign the name of any Grantor on any invoices, schedules of Collateral, freight or express receipts, or bills of lading storage receipts, warehouse receipts or other documents of title relating to any of the Collateral; (iv) to sign the name of any Grantor on any notice to such Grantor's Account Debtors; (v) to sign the name of any Grantor on any proof of claim in bankruptcy against Account Debtors, and on notices of lien, claims of mechanic's liens, or

assignments or releases of mechanic's liens securing the Accounts; (vi) to sign change of address forms to change the address to which each Grantor's mail is to be sent to such address as the Collateral Agent shall designate; (vii) to receive and open each Grantor's mail, remove any Proceeds of Collateral therefrom and turn over the balance of such mail either to the Borrower or to any trustee in bankruptcy or receiver of a Grantor, or other legal representative of a Grantor whom the Collateral Agent reasonably determines to be the appropriate person to whom to so turn over such mail; (viii) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (ix) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (x) to take all such action as may be reasonably necessary to obtain the payment of any letter of credit and/or banker's acceptance of which any Grantor is a beneficiary; (xi) to repair, manufacture, assemble, complete, package, deliver, alter or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any customer of any Grantor; (xii) to use, license or transfer any or all General Intangibles of any Grantor, subject to those restrictions to which such Grantor is subject under applicable Law and by contract; (xiii) to cause all Documents (including, without limitation, freight or express receipts, or bills of lading storage receipts, warehouse receipts or other documents of title) to name the Collateral Agent as consignee and to obtain control over the Documents; and (xiv) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things reasonably necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent was the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any other Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any other Secured Party, or to present or file any claim or notice. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of each Grantor for the purposes set forth above is coupled with an interest and is irrevocable.

Section 7.02 No Obligation to Act. The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 7.01, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Collateral Agent. The provisions of Section 7.01 shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any other Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any other Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by applicable Law or otherwise.

ARTICLE 8

Remedies

Section 8.01 Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, it is agreed that the Collateral Agent shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC or other applicable Law. The rights and remedies of the Collateral Agent shall include, without limitation, the right to take any or all of the following actions at the same or different times:

(a) With respect to any Collateral consisting of Accounts, General Intangibles (including Payment Intangibles), Letter-of-Credit Rights, Instruments, Chattel Paper, Documents, and Investment Property, the Collateral Agent may collect the Collateral with or without the taking of possession of any of the Collateral.

(b) With respect to any Collateral consisting of Accounts, the Collateral Agent may: (i) demand, collect and receive any amounts relating thereto, as the Collateral Agent may determine; (ii) commence and prosecute any actions in any court for the purposes of collecting any such Accounts and enforcing any other rights in respect thereof; (iii) defend, settle or compromise any action brought and, in connection therewith, give such discharges or releases as the Collateral Agent may reasonably deem appropriate; (iv) without limiting the Collateral Agent's rights set forth in Section 7.01 hereof, receive, open and dispose of mail addressed to any Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to such Accounts or securing or relating to such Accounts, on behalf of and in the name of such Grantor; and (v) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any such Accounts or the goods or services which have given rise thereto, as fully and completely as though the Collateral Agent was the absolute owner thereof for all purposes.

(c) With respect to any Collateral consisting of Investment Property, the Collateral Agent may: (i) exercise all rights of any Grantor with respect thereto, including without limitation, the right to exercise all voting and corporate rights at any meeting of the shareholders of the issuer of any Investment Property and to exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any Investment Property as if the Collateral Agent was the absolute owner thereof, including the right to exchange, at its discretion, any and all of any Investment Property upon the merger, consolidation, reorganization, recapitalization or other readjustment of the issuer thereof, all without liability except to account for property actually received as provided in Section 7.02 hereof; (ii) transfer such Collateral at any time to itself, or to its nominee, and receive the income thereon and hold the same as Collateral hereunder or apply it to the Secured Obligations; and (iii) demand, sue for, collect or make any compromise or settlement it deems desirable. The Grantors recognize that (a) the Collateral Agent may be unable to effect a public sale of all or a part of the Investment Property by reason of certain prohibitions contained in the Securities Act of 1933, 15 U.S.C. §77 (as amended and in effect, the "Securities Act") or the securities laws of various states (the "Blue Sky Laws"), but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire the Investment Property for their own account,

for investment and not with a view to the distribution or resale thereof, (b) that private sales so made may be at prices and upon other terms less favorable to the seller than if the Investment Property were sold at public sales, (c) that neither the Collateral Agent nor any other Secured Party has any obligation to delay sale of any of the Investment Property for the period of time necessary to permit the Investment Property to be registered for public sale under the Securities Act or the Blue Sky Laws, and (d) that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner. Notwithstanding anything herein to the contrary, no Grantor shall be required to register, or cause the registration of, any Investment Property under the Securities Act or any Blue Sky Laws.

(d) With respect to any Collateral consisting of Inventory, Goods, and Equipment, the Collateral Agent may conduct one or more going out of business sales, in the Collateral Agent's own right or by one or more agents and contractors. Such sale(s) may be conducted upon any premises owned, leased, or occupied by any Grantor. The Collateral Agent and any such agent or contractor, in conjunction with any such sale, may augment the Inventory with other goods (all of which other goods shall remain the sole property of the Collateral Agent or such agent or contractor). Any amounts realized from the sale of such goods which constitute augmentations to the Inventory (net of an allocable share of the costs and expenses incurred in their disposition) shall be the sole property of the Collateral Agent or such agent or contractor and neither any Grantor nor any Person claiming under or in right of any Grantor shall have any interest therein. Each purchaser at any such going out of business sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor.

(e) With or without legal process and with or without prior notice or demand for performance, the Collateral Agent may enter upon, occupy, and use any premises owned or occupied by each Grantor, and may exclude the Grantors from such premises or portion thereof as may have been so entered upon, occupied, or used by the Collateral Agent. The Collateral Agent shall not be required to remove any of the Collateral from any such premises upon the Collateral Agent's taking possession thereof, and may render any Collateral unusable to the Grantors. In no event shall the Collateral Agent be liable to any Grantor for use or occupancy by the Collateral Agent of any premises pursuant to this Section 8.01, nor for any charge (such as wages for the Grantors' employees and utilities) incurred in connection with the Collateral Agent's exercise of the Collateral Agent's Rights and Remedies hereunder, other than for direct or actual damages resulting from the gross negligence or willful misconduct of the Collateral Agent as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(f) The Collateral Agent may require any Grantor to assemble the Collateral and make it available to the Collateral Agent at such Grantor's sole risk and expense at a place or places which are reasonably convenient to both the Collateral Agent and such Grantor.

(g) The Collateral Agent may require any Grantor to name the Collateral Agent as consignee on any Documents and to furnish the Collateral Agent with control over any such Documents.

(h) Each Grantor agrees that the Collateral Agent shall have the right, subject to applicable Law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Each purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor.

(i) Unless the Collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market (in which event the Collateral Agent shall provide the Grantors such advance notice as may be practicable under the circumstances), the Collateral Agent shall give the Grantors at least ten (10) days' prior written notice, by authenticated record, of the date, time and place of any proposed public sale, and of the date after which any private sale or other disposition of the Collateral may be made. Each Grantor agrees that such written notice shall satisfy all requirements for notice to such Grantor which are imposed under the UCC or other applicable Law with respect to the exercise of the Collateral Agent's Rights and Remedies upon an Event of Default. The Collateral Agent shall not be obligated to make any sale or other disposition of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale or other disposition of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(j) Any public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice of such sale. At any sale or other disposition, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. If any of the Collateral is sold, leased, or otherwise disposed of by the Collateral Agent on credit, the Secured Obligations shall not be deemed to have been reduced as a result thereof unless and until payment in full is received thereon by the Collateral Agent. In the event that the purchaser fails to pay for the Collateral, the Collateral Agent may resell the Collateral and apply the proceeds from such resale in accordance with the terms of Section 6.02 of this Agreement.

(k) At any public (or, to the extent permitted by applicable Law, private) sale made pursuant to this Section 8.01, the Collateral Agent or any other Secured Party may bid for or purchase, free (to the extent permitted by applicable Law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor, the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Collateral Agent or such other Secured Party from any Grantor on account of the Secured Obligations as a credit against the purchase price, and the Collateral Agent or such other Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor.

(l) For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof. The Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full.

(m) As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose upon the Collateral and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

(n) To the extent permitted by applicable Law, each Grantor hereby waives all rights of redemption, stay, valuation and appraisal which such Grantor now has or may at any time in the future have under any applicable Law now existing or hereafter enacted.

Section 8.02 Application of Proceeds. (a) After the occurrence and during the continuance of an Event of Default and acceleration of the Secured Obligations, the Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, or any Collateral granted under any other of the Collateral Documents, in accordance with Section 8.03 of the Credit Agreement.

(b) Subject to the provisions of the Credit Agreement and to clause (a) of this Section 8.02, the Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale or other disposition of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Collateral Agent or of the officer making the sale or other disposition shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold or otherwise disposed of and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

ARTICLE 9

Perfection of Security Interest

Section 9.01 Perfection by Filing. This Agreement constitutes an authenticated record, and each Grantor hereby authorizes the Collateral Agent, pursuant to the provisions of Section 2.01 and Section 7.01, to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral, in such filing offices as the Collateral Agent shall reasonably deem appropriate, and the Grantors shall pay the Collateral Agent's reasonable costs and expenses incurred in connection therewith.

Section 9.02 Other Perfection, Etc. Each Grantor shall at any time and from time to time take such steps as the Collateral Agent may reasonably request for the Collateral Agent (a) to

obtain an acknowledgment, in form and substance reasonably satisfactory to the Collateral Agent, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for the Collateral Agent, (b) to obtain Control of any Investment Property, Deposit Accounts (other than Excluded Deposit Accounts), Letter-of-Credit Rights or Electronic Chattel Paper, with any agreements establishing Control to be in form and substance reasonably satisfactory to the Collateral Agent, and (c) otherwise to insure the continued perfection of the Collateral Agent's security interest in any of the Collateral with the priority described in Section 3.03 and of the preservation of its rights therein.

Section 9.03 Savings Clause. Nothing contained in this Article 9 shall be construed to narrow the scope of the Collateral Agent's Security Interest in any of the Collateral or the perfection or priority thereof or to impair or otherwise limit any of the Collateral Agent's Rights and Remedies hereunder except (and then only to the extent) as mandated by the UCC.

ARTICLE 10

Miscellaneous

Section 10.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.02 of the Credit Agreement.

Section 10.02 Grant of Non-Exclusive License. Without limiting the provisions of Section 8.01 hereof or any other rights of the Collateral Agent as the holder of a Lien on any IP Collateral, each Grantor hereby grants to the Collateral Agent, and the representatives and independent contractors of the Collateral Agent, a royalty free, non-exclusive, irrevocable license, to use, apply, and affix any trademark, trade name, logo, or the like in which any Grantor now or hereafter has rights, such license to be effective only upon the occurrence and during the continuance of any Event of Default in connection with the Collateral Agent's exercise of the Collateral Agent's Rights and Remedies hereunder including, without limitation, in connection with any completion of the manufacture of Inventory or any sale or other disposition of Inventory. The license granted in this Section 10.02 shall remain in full force and effect throughout the term of this Agreement, notwithstanding the release of any Grantor hereunder.

Section 10.03 Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document, or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from the Guaranty or any other guarantee, securing or guaranteeing all or any of the Secured Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

Section 10.04 Survival of Agreement. All covenants, agreements, representations and warranties made by each Grantor herein and in any other Loan Document and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Collateral Agent and the other Secured Parties and shall survive the execution and delivery of this Agreement and the other Loan Documents and the making of the Loan and the issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Collateral Agent, the L/C Issuer or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect unless terminated in accordance with Section 10.14 hereof.

Section 10.05 Binding Effect; Several Agreement; Assignments. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of each Grantor that are contained in this Agreement shall bind and inure to the benefit of each Grantor and its respective successors and assigns. This Agreement shall be binding upon each Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of each Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such attempted assignment or transfer shall be void) except as expressly permitted by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

Section 10.06 Collateral Agent's Fees and Expenses; Indemnification.

(a) Without limiting or duplicating any of their obligations under the Credit Agreement, the Guaranty or the other Loan Documents, the Grantors jointly and severally agree to pay all reasonable out-of-pocket expenses incurred by the Collateral Agent, including the reasonable fees, charges and disbursements of any counsel and any outside consultants for the Collateral Agent, in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the Collateral Agent's Rights and Remedies hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limiting or duplicating any of their indemnification obligations under the Credit Agreement, the Guaranty or the other Loan Documents, the Grantors shall jointly and severally indemnify the Collateral Agent (or any sub-agent thereof), each other Secured Party 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, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Grantor arising out of, in connection with, or as a result of, (i) the execution or delivery

of this Agreement, the Credit Agreement, any other Loan Document or any other 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 contemplated hereby or thereby, or, in the case of the Collateral Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement, the Credit Agreement and the other Loan Documents, or (ii) 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 any Grantor, 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 (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by any Grantor against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if such Grantor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. In connection with any indemnified claim hereunder, the Indemnitee shall be entitled to select its own counsel and the Grantors shall promptly pay the reasonable fees and expenses of such counsel.

(c) To the fullest extent permitted by applicable Law, no Grantor shall assert, and each Grantor 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, the Credit Agreement, any other Loan Document or any agreement or instrument contemplated hereby, or the transactions contemplated hereby or thereby. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement, the Credit Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(d) Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby and by the other Collateral Documents. All amounts due under this Section 10.06 shall be payable not later than ten (10) Business Days after demand therefor.

(e) The agreements in this Section 10.06 shall survive the resignation of the Collateral Agent, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Secured Obligations.

Section 10.07 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT WITH RESPECT TO THE PERFECTION, THE EFFECT OF PERFECTION

AND NON-PERFECTION OF SECURITY INTERESTS, AND THE PRIORITY OF A SECURITY INTEREST IN COLLATERAL, THE REQUIREMENTS OF ARTICLE 9 OF THE APPLICABLE UNIFORM COMMERCIAL CODE SHALL GOVERN.

Section 10.08 Waivers; Amendment.

(a) The rights, remedies, powers, privileges, and discretions of the Collateral Agent hereunder (herein, the "Collateral Agent's Rights and Remedies") shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. No delay or omission by the Collateral Agent in exercising or enforcing any of the Collateral Agent's Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Collateral Agent of any Event of Default or of any Default under any other agreement shall operate as a waiver of any other Event of Default or other Default hereunder or under any other agreement. No single or partial exercise of any of the Collateral Agent's Rights or Remedies, and no express or implied agreement or transaction of whatever nature entered into between the Collateral Agent and any Person, at any time, shall preclude the other or further exercise of the Collateral Agent's Rights and Remedies. No waiver by the Collateral Agent of any of the Collateral Agent's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. The Collateral Agent's Rights and Remedies may be exercised at such time or times and in such order of preference as the Collateral Agent may determine. The Collateral Agent's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Secured Obligations. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Collateral Agent and the Grantor or Grantors with respect to whom such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement.

Section 10.09 Waiver Of Jury Trial. 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 LOAN 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 LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.09.

Section 10.10 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 10.11 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.12 Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 10.13 Jurisdiction; Waiver of Venue; Consent to Service of Process.

(a) EACH OF THE GRANTORS IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT 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 LOAN 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 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 LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY OF THE GRANTORS OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(b) EACH OF THE GRANTORS 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 LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (a) 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.

(c) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.01. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 10.14 Termination; Release of Collateral.

(a) Any Lien upon any Collateral will be released automatically if the Collateral constitutes property being sold, transferred or disposed of in a Disposition permitted by Section 7.05 of the Credit Agreement upon receipt by the Collateral Agent of the Net Cash Proceeds thereof to the extent required by the Credit Agreement. Upon at least two (2) Business Days prior written request by the Grantors, the Collateral Agent shall execute such documents as may be necessary to evidence the release of the Liens upon any Collateral described in this Section 10.14(a); provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in its reasonable opinion, would, under applicable Law, expose the Collateral Agent to liability or entail any adverse consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Secured Obligations or any Liens (other than those expressly being released) upon (or obligations of any Grantor in respect of) all interests retained by any Grantor, including, without limitation, the Proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(b) Except for those provisions which expressly survive the termination thereof, this Agreement and the Security Interest granted herein shall terminate when (i) the Aggregate Commitments have expired or been terminated, (ii) all of the Secured Obligations have been paid in full in cash or otherwise satisfied, (iii) all L/C Obligations have been reduced to zero (or fully Cash Collateralized in a manner reasonably satisfactory to the L/C Issuer and the Administrative Agent), and (iv) the L/C Issuer has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the Security Interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must

otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 10.14 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

Section 10.15 Conflict. In the event of a conflict between this Agreement and any Pledge Agreement, the terms of such Pledge Agreement shall control with respect to the Pledged Collateral (as defined in each such Pledge Agreement) and the terms of this Agreement shall control with respect to all other Collateral. In the event of a conflict between this Agreement and any Intellectual Property Security Agreement, the terms of the applicable Intellectual Property Security Agreement shall control with respect to the IP Collateral and the terms of this Agreement shall control with respect to all other Collateral.

Section 10.16 Release. Notwithstanding anything herein to the contrary, the Grantors, and by its acceptance hereof, the Collateral Agent, on its own behalf and on behalf of the Secured Parties, agree that, from and after the Closing Date, any Person that was a "Grantor" (as defined in the Previous Security Agreement) under the Previous Security Agreement and is not a party hereto shall not have any obligations hereunder and, from and after the Closing Date, the Collateral Agent shall release such Person from all obligations arising from or otherwise related to the Previous Security Agreement and, on the closing Date, shall terminate all Liens in favor of the Collateral Agent with respects to the assets and properties of each such Person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

LEHIGH GAS PARTNERS LP,
a Delaware limited partnership

By: Lehigh Gas GP LLC, its general partner

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

LEHIGH GAS WHOLESALE LLC,
a Delaware limited liability company

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LEHIGH GAS WHOLESALE SERVICES, INC.,
a Delaware corporation

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS LP,
a Delaware limited partnership

By: LGP Realty Holdings GP LLC, a Delaware limited liability company, its General Partner

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS GP LLC,
a Delaware limited liability company

By: _____
Name: Joseph V. Topper, Jr.
Title: President

GRANTORS:

1 N. RT. 31 PENNINGTON, LLC
100 EAST UWCHLAN AVE. EXTON, LLC
100 YORK JENKINTOWN LLC
1001 BALTIMORE AVE. EAST LANSDOWNE, LLC
1003 FREEPORT RD CHESWICK, LLC
101 LANCASTER AVE. MALVERN, LLC
10202 LORAIN CLEVELAND LLC
103 EAST MAIN FREEHOLD LLC
103 N. POTTSTOWN PIKE EXTON, LLC
10300 BROOKPARK BROOKLYN LLC
104 ROUTE 57 HACKETTSTOWN LIMITED LIABILITY COMPANY
1071 PARKWAY AVE. WEST TRENTON, LLC
10843 MONTGOMERY CINCINNATI LLC
1090 BOARDMAN POLAND LLC
1095 S. WEST END BLVD. QUAKERTOWN, LLC
11 ROUTE 10 EAST SUCCASUNNA, LLC
1110 MCCARTHUR ROAD WHITEHALL, LLC
11250 GRANGER GARFIELD HEIGHTS LLC
113 NORTH GULPH ROAD KING OF PRUSSIA, LLC
1130 BALTIMORE PIKE GLEN MILLS, LLC
115 BLOOMFIELD MONTCLAIR LLC

1170 RARITAN CRANFORD LLC
11775 SPRINGFIELD SPRINGDALE LLC
12 WHITE HORSE PIKE CLEMENTON, LLC
120 ROUTE 173 WEST ASBURY LIMITED LIABILITY COMPANY
1201 RT. 33 TRENTON, LLC
1229 MCDADE BLVD. WOODLYN, LLC
123 NORTH PINE LANGHORNE, LLC
1251 ROUTE 206 PRINCETON LIMITED LIABILITY COMPANY
1266 E. OLD LINCOLN HWY. LANGHORNE, LLC
127 EASTON NEW BRUNSWICK LLC
1300 GALLOPING HILL KENILWORTH LLC
13165 LARCHMERE SHAKER HEIGHTS LLC
1326 HOPPLE CINCINNATI LLC
135 OLD CRANBURY RD. CRANBURY, LLC
1386 STATE ROUTE 125 AMELIA LLC
1396 DELSEA DR. DEPTFORD, LLC
14008 LORAIN CLEVELAND LLC
14043 STATE NORTH ROYALTON LLC
1405 N STATE ST CLAIRTON, LLC
1419 W. MAIN ST LANSDALE, LLC
142 MOHAWK TRAIL GREENFIELD, LLC
145 BROADWAY HILLSDALE LLC
1469 LAKE AVE ROCHESTER, LLC
14718 MADISON LAKEWOOD LLC

15 MAIN STREET WATSONTOWN, LLC
15150 SNOW BROOKPARK LLC
152 MORRIS MORRISTOWN LLC
1550 QUEEN CINCINNATI LLC
1595 CENTRAL AVE COLONIE, LLC
16 ROUTE 173 WEST HAMPTON LIMITED LIABILITY COMPANY
16067 SR-170 EAST LIVERPOOL LLC
162 SOUTHAMPTON WESTFIELD, LLC
169 PERRYVILLE ROAD HAMPTON LIMITED LIABILITY COMPANY
1700 BROOKPARK CLEVELAND LLC
1707 ROUTE 31 SOUTH CLINTON, LLC
171 MT. BETHEL ROAD WARREN, LLC
1771 RT. 206 SOUTHAMPTON, LLC
1775 MARKETPLACE HENRIETTA LLC
17810 BAGLEY MIDDLEBURG HEIGHTS LLC
181 ELM ST. WESTFIELD, LLC
1824 WHITE HORSE PIKE MERCERVILLE, LLC
1830 EASTON AVENUE SOMERSET, LLC
1830 WILBRAHAM RD. SPRINGFIELD, LLC
192 MADISON CONVENT STATION LLC
2 CHURCH STREET LIBERTY CORNER, LLC
2 E PASSAIC MAYWOOD LLC
2 HIGHWAY 36 KEANSBURG, LLC
2 MARLTON PIKE W. CHERRY HILL, LLC
2 RIDGE LYNDHURST LLC
20 NORTH ERIE HAMILTON LLC
200 W. MONTGOMERY AVE. ARDMORE, LLC
201 W. GERMANTOWN PIKE NORRISTOWN, LLC
204 PARSIPPANY PARSIPPANY LLC
20420 CHAGRIN SHAKER HEIGHTS LLC
2058 DELAWARE AVE BUFFALO, LLC
210 TUCKERTON RD. MEDFORD, LLC
211 WATCHUNG BLOOMFIELD LLC
2159 SOUTH GREEN UNIVERSITY HEIGHTS LLC
2200 BABCOCK BLVD PITTSBURGH, LLC
226 BLOOMFIELD AVENUE CALDWELL, LLC
2276 HIGHWAY 34 NORTH ALLENWOOD, LLC
2306 LYCOMING CREEK ROAD WILLIAMSPORT, LLC
2311 N TRIPHAMMER RD LANSING, LLC
234-248 N. 63RD ST. PHILADELPHIA, LLC
23425 LORAIN NORTH OLMSTED LLC
2360 SOUTH AVENUE SCOTCH PLAINS, LLC
2401 HAVERFORD ROAD ARDMORE, LLC
2405 ROUTE 286 PITTSBURGH, LLC
2447 ANDERSON CRESCENT SPRINGS LLC
245 MOUNTAIN SPRINGFIELD LLC
247 GORDONS MANALAPAN LLC

249 WEST MITCHELL CINCINNATI LLC
2501 BRIGHTON AVE PITTSBURGH, LLC
2503 BURLINGTON, LLC
251-259 NEW BRUNSWICK AVENUE FORDS, LLC
25295 LORAIN NORTH OLMSTED LLC
25466 DETROIT WESTLAKE LLC
25525 CENTER RIDGE WESTLAKE LLC
25705 CHAGRIN BEACHWOOD LLC
258-260 RT. 130 N. BORDENTOWN, LLC
2643 WARRENSVILLE UNIVERSITY HEIGHTS LLC
2696 MADISON CINCINNATI LLC
2700 LEECHBURG RD LOWE BURRELL, LLC
2701 CHESTER CLEVELAND LLC
2703 BELMONT YOUNGSTOWN LLC
2720 SALT SPRINGS YOUNGSTOWN GIRAD LLC
2801 MAYFIELD CLEVELAND HEIGHTS LLC
2811 RT. 73 MAPLE SHADE, LLC
2901 ASBURY OCEAN LLC
2959 ROUTE 10 EAST PARSIPPANY, LLC
29775 CLEMENS WESTLAKE LLC
30 DONNERMOYER BELLEVUE LLC
301 S. KEMP ST. LYONS, LLC
3051 RT. 38 MOUNT LAUREL, LLC
3059 GROVE LORAIN LLC
3065 WEST 117TH CLEVELAND LLC
307 SOUTH MAIN STREET FLEMINGTON, LLC
30812 DETROIT WESTLAKE LLC
310 BOARDMAN CANFIELD YOUNGSTOWN LLC
3100 WEST 14TH CLEVELAND LLC
3101 N. BROAD ST. PHILADELPHIA, LLC
3180 MONTGOMERY LOVELAND LLC
3221 ROUTE 22 BRANCHBURG, LLC
32393 LORAIN NORTH RIDGEVILLE LLC
335 FRANKLIN MILLS CIRCLE PHILADELPHIA, LLC
336 MORRIS SUMMIT LLC
34-38 ROUTE 15 LAFAYETTE, LLC
3550 GENESEE ST CHEEKTOWAGA, LLC
3577 ROUTE 611 BARTONSVILLE LLC
3590 MADISON CINCINNATI LLC
35985 CENTER RIDGE NORTH RIDGEVILLE LLC
3602 MAHONING YOUNGSTOWN LLC
3727 LINCOLN THORNDALE LLC
3735 FULTON CLEVELAND LLC
390 SOUTH MAPLE AVENUE GLEN ROCK, LLC
39105 COLORADO AVON LAKE LLC
3983 MAYFIELD CLEVELAND HEIGHTS LLC
4001 HAUCK CINCINNATI LLC

4006 LEE CLEVELAND LLC
402 EAST BRIDGE ELYRIA LLC
40890 SR-154 LISBON LLC
409 ROUTE 130 SOUTH CINNAMINSON, LLC
415 SOUTH MAIN STREET SHENANDOAH, LLC
4161 WEST 150TH CLEVELAND LLC
4200 WHITAKER AVE. PHILADELPHIA, LLC
4212 RT. 130 WILLINGBORO, LLC
4282 MONTICELLO SOUTH EUCLID LLC
4301 WINSTON COVINGTON LLC
4343 EAST ROYALTON BROADVIEW HEIGHTS LLC
445 ROUTE 3 SECAUCUS, LLC
4545 READING CINCINNATI LLC
461 BLOOMFIELD BLOOMFIELD LLC
4612 EDGMONT AVE BROOKHAVEN, LLC
4616 MCKNIGHT RD PITTSBURGH, LLC
4774 ROYALTON BROADVIEW HEIGHTS LLC
479 KROCKMALLY PERTH AMBOY LLC
4900 MONTGOMERY CINCINNATI LLC

4901 FLEET CLEVELAND LLC
4910 HARVARD NEWBURGH HEIGHTS LLC
495 MAIN STREET CHESTER, LLC
505 ROUTE 10 WHIPPANY LLC
505 ROUTE 202 BEDMINSTER LLC
506 COMMONWEALTH ERLANGER LLC
507 ALLEGHENY AVE OAKMONT, LLC
508 AVON BELDEN AVON LAKE LLC
5200 ROCKSIDE INDEPENDENCE LLC
5206 STATE PARMA LLC
5219 DETROIT SHEFFIELD LLC
5250 TORRESDALE AVE. PHILADELPHIA, LLC
528 ALTAMONT BOULEVARD FRACKVILLE, LLC
53 W FAYETTE ST UNIONTOWN, LLC
543 OHIO CINCINNATI LLC
546 WARDS CORNER LOVELAND LLC
549 HIGHWAY 36 NORTH AND MAIN STREET BELFORD, LLC
5502 MAHONING AUSTINTOWN LLC
5510 ST CLAIR CLEVELAND LLC
552 EAST 152ND CLEVELAND LLC
555 NORTH YORK HATBORO LLC
5575 DIXIE FAIRFIELD LLC
56 THIRD AVENUE SECAUCUS, LLC
5700 HOMEVILLE RD WEST MIFFLIN, LLC
5716 HULMEVILLE ROAD BENSALEM, LLC
599 EAST MAIN CANFIELD LLC
600 ROUTE 206 SOMERVILLE, LLC
600 S. OAK ROAD PRIMOS SECANE, LLC

6000 VROOMAN PAINESVILLE LLC
601 STATE HIGHWAY 12 FLEMINGTON LIMITED LIABILITY COMPANY
602 LALOR TRENTON LLC
606 MONTGOMERY AVE. NARBERTH, LLC
6151 PFEIFFER CINCINNATI LLC
632 SECOND AVENUE LONG BRANCH, LLC
6585 RIDGE PARMA LLC
6816 EASTON ROAD PIPERSVILLE, LLC
6875 MAIN ST WILLIAMSVILLE, LLC
727 EAST MAIN LEBANON LLC
735 MCCARTNEY YOUNGSTOWN LLC
736 DRESDEN EAST LIVERPOOL LLC
7380 BEECHMONT CINCINNATI LLC
7424 WEST CHESTER PIKE UPPER DARBY, LLC
7510 BROADVIEW PARMA LLC
759 CHESTER PIKE PROSPECT PARK, LLC
7799 MONTGOMERY CINCINNATI LLC
780 STELTON PISCATAWAY LLC
7961 US HIGHWAY 42 FLORENCE LLC
799 VALLEY FORGE PHOENIXVILLE LLC
800 GREENWOOD TRENTON LLC
801 NORTH LEAVITT AMHERST LLC
8020 MONTGOMERY CINCINNATI LLC
8039 BURLINGTON FLORENCE LLC
812 PASSAIC CLIFTON GAS STATION LLC
8200 COLUMBIA OLMSTED FALLS LLC
869 FISCHER TOMS RIVER LLC
8800-8812 KENNEDY BOULEVARD NORTH BERGEN, LLC
890 NORTH CANFIELD NILES YOUNGSTOWN LLC
90 ROUTE 206 FLANDERS LLC
91 MINE BROOK ROAD BERNARDSVILLE, LLC
9171 UNION CENTRE WEST CHESTER LLC
9855 MASON-MONTGOMERY MASON LLC
9996 BUSTLETON AVE. PHILADELPHIA, LLC
BELVIDERE SOMERVILLE LEBANON RINGOES FLEMINGTON LIMITED LIABILITY COMPANY
BULL CREEK LLC
CHESTNUT AND LINE STREET MIFFLINBURG, LLC
COBBLER’S CREEK LLC
D. TOPPER, LLC
DDS TOPPER, LLC
DELG - UST I, LLC
EROP - OHIO, LLC
HARLEYSVILLE GAS STATION LLC

I-295 & BLACK HORSE PIKE MOUNT EPHRAIM, LLC
I-95 & MARKET ST. MARCUS HOOK, LLC
K-1 TOPPER, LLC

K-2 TOPPER, LLC
K-3 TOPPER, LLC
K-4 TOPPER, LLC
KWIK PIK REALTY — OHIO, LLC
KYLG-UST I, LLC
LANSDALE GAS STATION LLC
MALG - UST I, LLC
MALG - UST II, LLC
MELG-UST I, LLC
MMSCC-6, LLC
NHLG - UST I, LLC
NJLG-UST I, LLC
NYLG - UST I, LLC
OHLG-UST I, LLC
PALG - UST I, LLC
PALG - UST II, LLC
PALG - UST III, LLC
PALG - UST IV, LLC
PALG - UST VI, LLC
PALG-UST V, LLC
ROOSEVELT BLVD PHILADELPHIA, LLC
ROUTE 1 AND MENLO METUCHEN LLC
ROUTE 313 & 113 DUBLIN, LLC
ROUTE 53 AND ESTLING DENVILLE LLC
SJF, LLC
SJKP, LLC
ZEBRA RUN LLC

FOR EACH OF THE COMPANIES LISTED ABOVE:

By: LGP Realty Holdings GP LLC,
a Delaware limited liability company, their Manager

By: _____
Name: Joseph V. Topper, Jr.
Title: President

COLLATERAL AGENT:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

EXHIBIT A

Form of Global Supplement

[Name of New Grantor/applicable existing Grantor]
[Address of New Grantor/applicable existing Grantor]

[Date]

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of October 30, 2012, (the "Credit Agreement") by and among LEHIGH GAS PARTNERS LP, a Delaware limited partnership (the "Borrower"), KEYBANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the Lenders, collateral agent (in its capacity as collateral agent, the "Collateral Agent") and L/C Issuer, the other Lenders party thereto and the other parties thereto. All capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

Reference is also made to (i) that certain Second Amended and Restated Security Agreement, dated as of October 30, 2012, (the "Security Agreement") by and among the Borrower, the other Grantors listed on the signature pages thereto and the other Persons who may become party to the Security Agreement from time to time pursuant to Section 4.14 thereof (together with the Borrower, collectively, the "Grantors"), and the Collateral Agent, for its own benefit and the benefit of the other Secured Parties[; and (ii) that certain Second Amended and Restated Guaranty, dated as of October 30, 2012, (the "Guaranty") by and among the Guarantors listed on the signature pages thereto and the other Persons who may become party to the Guaranty from time to time (collectively, the "Guarantors"), and the Collateral Agent, for its own benefit and for the benefit of the other Secured Parties].

This Global Supplement supplements the Security Agreement [and the Guaranty] and is delivered by the undersigned, , a , ([the "New Subsidiary" or applicable existing Subsidiary]), pursuant to Section 6.12 of the Credit Agreement, [and] Section 4.14 of the Security Agreement [and Section 24 of the Guaranty]. [The New Subsidiary hereby agrees to be bound as a Grantor party to the Security Agreement and as a Guarantor party to the Guaranty by all of the terms, covenants, agreements, and conditions set forth in the Security Agreement and Guaranty, respectively, to the same extent that it would have been bound if it had been a signatory to the Security Agreement and Guaranty on the date of such Agreement. The New Subsidiary hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the (i) Grantors contained in the Security Agreement, (ii) Guarantors contained in the Guaranty and (iii) Guarantors contained in the Credit Agreement.]

[Without limiting the generality of the foregoing, the New Subsidiary hereby (i) grants and pledges to the Collateral Agent, its successors and assigns, for its own benefit and the benefit of the other Secured Parties, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral and expressly assumes all obligations and liabilities of a Grantor under the Security Agreement; and (ii) acknowledges and agrees that it is jointly and severally liable for all the Guaranteed Obligations (as defined in the Guaranty) under the Guaranty to the same extent and with the same force and effect as if the New Subsidiary had originally been one of the Guarantors under the Guaranty and had originally executed the same as a Guarantor (in each case, subject to the terms, conditions and limitations set forth in the Credit Agreement, Security Agreement and Guaranty, as applicable to the New Subsidiary).] Except as specifically modified hereby, all the terms and conditions of the Security Agreement [and the Guaranty] shall remain unchanged and in full force and effect.

Annexed hereto are supplements to each of the schedules to the Security Agreement with respect to the [New Subsidiary/applicable existing Subsidiary]. Such supplements shall be deemed to be part of the Security Agreement.

The [New Subsidiary/applicable existing Subsidiary] agrees to execute and deliver such further instruments and documents and do such further acts and things as the Collateral Agent may reasonably deem necessary or proper to carry out more effectively the purposes of this Global Supplement.

This Global Supplement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

THIS GLOBAL SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK

IN WITNESS WHEREOF, the [New Subsidiary/applicable existing Subsidiary] has caused this Global Supplement to be executed and delivered by its duly authorized officer as of the date first above written.

[NEW SUBSIDIARY/APPLICABLE EXISTING SUBSIDIARY]

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

[Supplemental Schedules to Security Agreement to be attached]

EXHIBIT F-2

SECOND AMENDED AND RESTATED
BORROWER AND GUARANTOR PLEDGE AGREEMENT

THIS SECOND AMENDED AND RESTATED PLEDGE AGREEMENT (this "Agreement"), dated October 30, 2012, made by each of the undersigned Pledgors (each, individually, a "Pledgor" and collectively, the "Pledgors"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, reference is made to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Credit Agreement") by and among Lehigh Gas Partners LP, a Delaware limited partnership (the "Borrower"), each lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender"), and KeyBank National Association, as Administrative Agent for the Lenders, as Collateral Agent, as L/C Issuer, as Joint Lead Arranger and as Joint Book Runner, RBS Citizens, N.A., as Joint Lead Arranger and as Joint Bookrunner, and Citizens Bank of Pennsylvania, as Syndication Agent, pursuant to which the Lenders have agreed to make Loans to the Borrower, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrower, upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligations of the Lenders to make Loans and of the L/C Issuer to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Pledgors of an agreement in the form hereof, pursuant to which the Pledgors grant to the Collateral Agent (for its own benefit and for the benefit of the other Secured Parties) a security interest in and to the Pledged Collateral (as defined herein), in order to secure the Obligations; and

WHEREAS, each Pledgor has determined that the execution, delivery and performance of this Agreement directly benefit, and are in the best interest of, such Pledgor.

WHEREAS, certain of the Pledgors executed and delivered the Amended and Restated Borrower and Subsidiary Pledge Agreement, dated as of December 30, 2010, in favor of the Collateral Agent (as amended, collectively, the "Previous Borrower/Subsidiary Pledge Agreement") and the parties hereto have agreed to amend and restate the Previous Borrower/Subsidiary Pledge Agreement in its entirety as set forth in this Agreement

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, intending to be legally bound hereby, and for good and valuable consideration, the receipt of which is hereby acknowledged, each of the Pledgors, and by its acceptance hereof, the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors and assigns), hereby amend and restate the Previous Borrower/Subsidiary Pledge Agreement in its entirety as follows:

SECTION 1. Definitions. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any Pledged Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Credit Agreement to the extent not otherwise defined herein.

SECTION 2. Pledge and Grant of Security Interest. As collateral security for all of the Obligations, each Pledgor hereby pledges and assigns to the Collateral Agent, and grants to the Collateral Agent, for the benefit of the Collateral Agent and the other Secured Parties, a continuing security interest in, and Lien on such Pledgor's right, title and interest in and to the following (collectively, the "Pledged Collateral"):

(a) the shares of Equity Interests described in Schedule I hereto (the "Pledged Equity"), whether or not evidenced or represented by any stock certificate, certificated security or other instrument, issued by the Persons described in such Schedule I (the "Existing Issuers"), the certificates representing the Pledged Equity, all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, instruments, investment property and other property (including, but not limited to, any stock dividend and any distribution in connection with a stock split) from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Equity;

(b) 100% of the shares of Equity Interests at any time and from time to time acquired by such Pledgor of any Loan Party (such Persons, together with the Existing Issuers, being hereinafter referred to collectively as the "Pledged Issuers" and individually as a "Pledged Issuer"), the certificates representing such Equity Interests, all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, instruments, investment property and other property (including, but not limited to, any stock dividend and any distribution in connection with a stock split) from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing; provided that with respect to any Foreign Subsidiary whose Equity Interests are hereafter pledged hereunder by such Pledgor, such Pledgor only pledges Equity Interests representing 65% of the voting Equity Interests of such Foreign Subsidiary (or such lesser percentage as is owned by such Pledgor) and 100% of the non-voting Equity Interests (if any) of such Foreign Subsidiary;

(c) 100% of all additional shares of stock, partnership interests, member interests or other equity interests from time to time acquired by such Pledgor, of any Pledged Issuer, the certificates representing such additional shares, all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, instruments, investment property and other property from time to time received, receivable or otherwise

distributed in respect of or in exchange for any or all of such additional shares, interests or equity; and

(d) all proceeds (including proceeds of proceeds) of any and all of the foregoing;

in each case, whether now owned or hereafter acquired by such Pledgor and howsoever its interest therein may arise or appear (whether by ownership, security interest, Lien, claim or otherwise).

SECTION 3. Delivery of the Pledged Collateral.

(a) (i) All certificates currently representing the Pledged Equity shall be delivered to the Collateral Agent on or prior to the execution and delivery of this Agreement. All other certificates and instruments constituting Pledged Collateral from time to time required to be pledged to the Collateral Agent pursuant to the terms of this Agreement or the Credit Agreement (the "Additional Collateral") shall be delivered to the Collateral Agent promptly upon receipt thereof by or on behalf of any of the Pledgors. All such certificates and instruments shall be held by or on behalf of the Collateral Agent pursuant hereto and shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment or undated stock powers executed in blank, all in form and substance reasonably satisfactory to the Collateral Agent. If any Pledged Collateral consists of uncertificated securities, each Pledgor shall cause the Collateral Agent (or its designated custodian or nominee) to become the registered holder thereof, or cause each issuer of such securities to agree that it will comply with instructions originated by the Collateral Agent with respect to such securities without further consent by such Pledgor.

(ii) Within seven (7) days after the receipt by a Pledgor of any Additional Collateral, a Pledge Amendment, duly executed by such Pledgor, in substantially the form of Annex I hereto (a "Pledge Amendment"), shall be delivered to the Collateral Agent, in respect of the Additional Collateral which must be pledged pursuant to this Agreement and the Credit Agreement. The Pledge Amendment shall from and after delivery thereof constitute part of Schedule I hereto. Each Pledgor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all certificates or instruments listed on any Pledge Amendment delivered to the Collateral Agent shall for all purposes hereunder constitute Pledged Collateral and such Pledgor shall be deemed upon delivery thereof to have made the representations and warranties set forth in Section 4 hereof with respect to such Additional Collateral.

(b) If any Pledgor shall receive, by virtue of such Pledgor's being or having been an owner of any Pledged Collateral, any (i) stock certificate (including, without limitation, any certificate representing a stock dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off or split-off), (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Pledged Collateral, or otherwise, (iii) dividends payable in cash (except such dividends permitted to be retained by such Pledgor pursuant to Section 6 hereof) or in securities or other property or (iv) dividends, distributions, cash, instruments, investment property and other property in connection with a partial or total

liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, such Pledgor shall receive such stock certificate, option, right, payment or distribution in trust for the benefit of the Collateral Agent, shall segregate it from such Pledgor's other property and shall deliver it forthwith to the Collateral Agent in the exact form received, with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by or on behalf of the Collateral Agent as Pledged Collateral and as further collateral security for the Obligations.

SECTION 4. Representations and Warranties. Each Pledgor jointly and severally represents and warrants as follows:

(a) Each Pledgor (i) is duly organized, validly existing and in good standing (or subsisting) under the laws of the state or jurisdiction of its organization, (ii) has all requisite corporate, limited partnership or limited liability company, as applicable, power and authority to conduct its business as now conducted and as presently contemplated and to execute, deliver and perform this Agreement and each other Loan Document to be executed and delivered by it pursuant hereto and to consummate the transactions contemplated hereby and thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except in each case referred to in clause (iii), to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) The execution, delivery and performance by each Pledgor of this Agreement and the other Loan Documents to which such Pledgor is or will be party: (i) have been duly authorized by all necessary corporate, limited partnership or limited liability company, as applicable, action, (ii) do not and will not contravene its bylaws, partnership agreement or limited liability company or operating agreement, as applicable, or its certificate of incorporation, certificate of limited partnership or certificate of formation, as applicable, (iii) do not and will not contravene any applicable law or any contractual restriction binding on or affecting it or any of its properties, (iv) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties other than pursuant to this Agreement, and (v) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to it or its operations or any of its properties.

(c) The Existing Issuers set forth in Schedule I hereto are the Pledgors' only Subsidiaries existing on the date hereof. The Pledged Equity has been duly authorized and validly issued and are fully paid and nonassessable and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. Except as noted in Schedule I hereto, the Pledged Equity constitutes 100% of the issued shares of Equity Interests of the Existing Issuers as of the date hereof. All other shares of stock constituting Pledged Collateral will be duly authorized and validly issued, fully paid and nonassessable.

(d) Each Pledgor is and will be at all times the legal and beneficial owner of its Pledged Collateral free and clear of all Liens, except for the Lien created by this Agreement and Liens permitted by the Credit Agreement.

(e) The exercise by the Collateral Agent of any of its rights and remedies hereunder will not contravene any law or any contractual restriction binding on or affecting any Pledgor or any of the properties of any Pledgor and will not result in or require the creation of any Lien upon or with respect to any of the properties of such Pledgor other than pursuant to this Agreement or the other Loan Documents.

(f) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required to be obtained or made by any Pledgor for (i) the due execution, delivery and performance by any Pledgor of this Agreement, (ii) the grant by any Pledgor, or the perfection, of the Lien created hereby in the Pledged Collateral or (iii) the exercise by the Collateral Agent of any of its rights and remedies hereunder, except (A) as may be required in connection with any sale of any Pledged Collateral by laws affecting the offering and sale of securities generally, and (B) with respect to the perfection of the Lien referred to in clause (ii) hereof, for the filing under the UCC of the financing statements as described in Section 7(a) of this Agreement, all of which financing statements, filings and other recordings, as applicable, have been or will be duly filed and are or will be in full force and effect.

(g) This Agreement creates a valid Lien in favor of the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, in the Pledged Collateral as security for the Obligations. The Collateral Agent's having possession of the certificates representing the Pledged Equity and all other certificates, instruments and cash constituting Pledged Collateral from time to time and for uncertificated Pledged Equity, the filing under the UCC of the financing statements referred to in Section 4(f) and Section 7(a) of this Agreement results in the perfection of such Lien. Such Lien is, or in the case of Pledged Collateral in which any of the Pledgors obtains rights after the date hereof, will be, a perfected, first priority Lien. All action necessary or desirable to perfect and protect such Lien has been or will be duly taken, except for the Collateral Agent's having possession of certificates, instruments and cash and except for the filing of financing statements with respect to uncertificated Pledged Equity constituting Pledged Collateral after the date hereof.

SECTION 5. Covenants as to the Pledged Collateral. As long as any of the Obligations shall remain outstanding, each Pledgor will, unless the Collateral Agent shall otherwise consent in writing:

(a) keep adequate records concerning the Pledged Collateral and permit the Collateral Agent or any agents, designees or representatives thereof at any time or from time to time to examine and make copies of and abstracts from such records;

(b) at the Pledgors' joint and several expense, promptly deliver to the Collateral Agent a copy of each material written notice or other material written communication received by it in respect of the Pledged Collateral;

(c) at the Pledgors' joint and several expense, defend the Collateral Agent's right, title and security interest in and to the Pledged Collateral against the claims of any Person;

(d) at the Pledgors' joint and several expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Collateral Agent may reasonably request in order to (i) perfect and protect, or maintain the perfection of, the security interest and Lien created hereby, (ii) enable the Collateral Agent to exercise and enforce its rights and remedies hereunder in respect of the Pledged Collateral or (iii) otherwise effect the purposes of this Agreement, including, without limitation, delivering to the Collateral Agent irrevocable proxies in respect of the Pledged Collateral;

(e) not sell, assign (by operation of law or otherwise), exchange or otherwise dispose of any Pledged Collateral or any interest therein except to the extent expressly permitted by Section 7.05 of the Credit Agreement;

(f) not create or suffer to exist any Lien upon or with respect to any Pledged Collateral, except for the Lien created hereby and Liens permitted by the Credit Agreement;

(g) not make or consent to any amendment or other modification or waiver with respect to any Pledged Collateral except as may be permitted by the Credit Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Collateral other than pursuant to the Loan Documents;

(h) except as permitted in the Credit Agreement, not permit the issuance of (i) any additional shares of any class of Equity Interests of any Pledged Issuer, (ii) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such shares of Equity Interests or (iii) any warrants, options, contracts or other commitments entitling any Person to purchase or otherwise acquire any such shares of Equity Interests; (i) not take or fail to take any action which would in any manner impair the validity or enforceability of the Collateral Agent's security interest in and Lien on any Pledged Collateral; and

(i) not take or consent to any action to certificate any Pledged Collateral that is uncertificated as of the date pledged hereunder.

SECTION 6. Voting Rights, Dividends, Etc. in Respect of the Pledged Collateral.

(a) Except as permitted by the Credit Agreement, the Pledged Equity and Additional Collateral shall not be transferred and each Pledgor shall remain the legal and beneficial owner thereof (subject to the Lien created hereby).

(b) So long as no Event of Default shall have occurred and be continuing:

(i) each Pledgor may exercise any and all voting and other consensual rights pertaining to any Pledged Collateral for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement or the other Loan Documents; provided, however, that (A) each of the Pledgors will exercise or refrain from exercising any such right, as

the case may be, if the Collateral Agent gives a Pledgor notice that, in the Collateral Agent's judgment, such action (or inaction) is reasonably likely to have a Material Adverse Effect and (B) each Pledgor will give the Collateral Agent at least five (5) Business Days' notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right which is reasonably likely to have a Material Adverse Effect;

(ii) each of the Pledgors may receive and retain any and all dividends, interest or other distributions paid in respect of the Pledged Collateral to the extent permitted by the Credit Agreement; and

(iii) the Collateral Agent will execute and deliver (or cause to be executed and delivered) to a Pledgor all such proxies and other instruments as such Pledgor may reasonably request for the purpose of enabling such Pledgor to exercise the voting and other rights which it is entitled to exercise pursuant to Section 6(b)(i) hereof and to receive the dividends, interest and/or other distributions which it is authorized to receive and retain pursuant to Section 6(b)(ii) hereof.

(c) Upon the occurrence and during the continuance of an Event of Default:

(i) all rights of each Pledgor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(b)(i) hereof, and to receive the dividends, distributions, interest and other payments that it would otherwise be authorized to receive and retain pursuant to Section 6(b)(ii) hereof, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Pledged Collateral such dividends and interest payments;

(ii) without limiting the generality of the foregoing, the Collateral Agent may at its option exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Collateral as if it were the absolute owner thereof, including, without limitation, the right to exchange, in its discretion, any and all of the Pledged Collateral upon the merger, consolidation, reorganization, recapitalization or other adjustment of any Pledged Issuer, or upon the exercise by any Pledged Issuer of any right, privilege or option pertaining to any Pledged Collateral, and, in connection therewith, to deposit and deliver any and all of the Pledged Collateral with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as it may determine; and

(iii) all dividends, distributions, interest and other payments that are received by any of the Pledgors contrary to the provisions of Section 6(c)(i) hereof shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of the Pledgors, and shall be forthwith paid over to the Collateral Agent as Pledged Collateral in the exact form received with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by the Collateral Agent as Pledged Collateral and as further collateral security for the Obligations.

SECTION 7. Additional Provisions Concerning the Pledged Collateral.

(a) To the maximum extent permitted by applicable law, and for the purpose of taking any action that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, each Pledgor, if Pledgor fails to do so within ten (10) days after demand by the Collateral Agent if there exists no Event of Default, and immediately without notice or demand to Pledgor if there exists an Event of Default (i) authorizes the Collateral Agent to execute any such agreements, instruments or other documents in such Pledgor's name and to file such agreements, instruments or other documents in such Pledgor's name and to file such agreements, instruments, or other documents in any appropriate filing office, (ii) authorizes the Collateral Agent to file any financing statements required hereunder or under any other Loan Document, and any continuation statements or amendment with respect thereto, in any appropriate filing office without the signature of such Pledgor and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Pledgor prior to the date hereof. A photocopy or other reproduction of this Agreement or any financing statement covering the Pledged Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Each Pledgor hereby irrevocably appoints the Collateral Agent as such Pledgor's attorney-in-fact and proxy, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, from time to time in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of such Pledgor under Section 6(b) hereof), including, without limitation, to receive, endorse and collect all instruments made payable to such Pledgor representing any dividend, interest payment or other distribution in respect of any Pledged Collateral and to give full discharge for the same. This power is coupled with an interest and is irrevocable until the date on which all of the Obligations have been indefeasibly paid in full in cash; provided, however, that absent the continuance of a Default or an Event of Default or the existence of exigent circumstances, Collateral Agent shall not exercise such power without prior written notice to Borrower.

(c) If any Pledgor fails to perform any agreement or obligation contained herein, the Collateral Agent itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Collateral Agent incurred in connection therewith shall be jointly and severally payable by the Pledgors pursuant to Section 9 hereof and shall be secured by the Pledged Collateral.

(d) Other than the exercise of reasonable care to assure the safe custody of the Pledged Collateral while held hereunder, the Collateral Agent shall have no duty or liability to preserve rights pertaining thereto and shall be relieved of all responsibility for the Pledged Collateral upon surrendering it or tendering surrender of it to any of the Pledgors. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if the Pledged Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property, it being understood that the Collateral Agent shall not have responsibility for (i) ascertaining or taking

action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Pledged Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any parties with respect to any Pledged Collateral.

(e) The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Pledged Collateral and shall not impose any duty upon the Collateral Agent to exercise any such powers. Except for the safe custody of any Pledged Collateral in its possession and the accounting for monies actually received by it hereunder, the Collateral Agent shall have no duty as to any Pledged Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Pledged Collateral.

(f) The Collateral Agent may during the continuance of an Event of Default without notice to any Pledgor, transfer or register in the name of the Collateral Agent or any of its nominees any or all of the Pledged Collateral, subject only to the revocable rights of such Pledgor under Section 6(b) hereof.

SECTION 8. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Pledged Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the UCC then in effect in the State of New York; and without limiting the generality of the foregoing and without notice except as specified below, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange or broker's board or elsewhere, at such price or prices and on such other terms as the Collateral Agent may deem commercially reasonable in accordance with applicable law. Each Pledgor agrees that, to the extent notice of sale shall be required by law, it shall provide at least ten (10) days' notice to such Pledgor of the time and place of any public sale of Pledged Collateral owned by such Pledgor or the time after which any private sale is to be made and such notice shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Pledged Collateral regardless of whether or not notice of sale has been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) In the event that the Collateral Agent determines to exercise its right to sell all or any part of the Pledged Collateral pursuant to Section 8(a) hereof, each Pledgor will, at such Pledgor's expense and upon any reasonable request by the Collateral Agent: (i) execute and deliver, and cause each issuer of such Pledged Collateral and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Collateral Agent, advisable to register such Pledged Collateral under the provisions of the Securities Act of 1933, as amended (the "Securities Act"), and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the reasonable opinion of the Collateral Agent, are necessary or advisable,

all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto, (ii) cause each issuer of such Pledged Collateral to qualify such Pledged Collateral under the state securities or "Blue Sky" laws of each jurisdiction, and to obtain all necessary governmental approvals for the sale of the Pledged Collateral, as requested by the Collateral Agent, (iii) cause each Pledged Issuer to make available to its securityholders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act, and (iv) do or cause to be done all such other acts and things as may be necessary to make such sale of such Pledged Collateral valid and binding and in compliance with applicable law. Each Pledgor acknowledges the impossibility of ascertaining the amount of damages which would be suffered by the Collateral Agent by reason of the failure by any Pledgor to perform any of the covenants contained in this Section 8(b) and, consequently, agrees that, if any Pledgor fails to perform any of such covenants, it shall pay, as liquidated damages and not as a penalty, an amount equal to the value of the Pledged Collateral on the date the Collateral Agent demands compliance with this Section 8(b); provided, however, that the payment of such amount shall not release any Pledgor from any of its obligations under any of the other Loan Documents.

(c) Notwithstanding the provisions of Section 8(b) hereof, each Pledgor recognizes that the Collateral Agent may deem it impracticable to effect a public sale of all or any part of the Pledged Equity or any other securities constituting Pledged Collateral and that the Collateral Agent may, therefore, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sales shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act. Each Pledgor further acknowledges and agrees that any offer to sell such securities which has been (i) publicly advertised on a bona fide basis in a newspaper or other publication of general circulation in the financial community of New York, New York (to the extent that such an offer may be so advertised without prior registration under the Securities Act) or (ii) made privately in the manner described above to not less than fifteen bona fide offerees shall be deemed to involve a "public disposition" for the purposes of Section 9-610(c) of the UCC (or any successor or similar, applicable statutory provision) as then in effect in the State of New York, notwithstanding that such sale may not constitute a "public offering" under the Securities Act, and that the Collateral Agent may, in such event, bid for the purchase of such securities.

(d) Any cash held by the Collateral Agent as Pledged Collateral and all cash proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Pledged Collateral may, in the reasonable discretion of the Collateral Agent, be held by the Collateral Agent as Collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 9 hereof) in whole or in part by the Collateral Agent against, all or any part of the Obligations in such order as the Collateral Agent shall elect consistent with the provisions of the

Credit Agreement. Any surplus of such cash or cash proceeds held by the Collateral Agent and remaining after the date on which all of the Obligations have been indefeasibly paid in full in cash shall be paid over to the Pledgors or to such Person as may be lawfully entitled to receive such surplus.

(e) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Collateral Agent and the Secured Parties are legally entitled, the Pledgors shall be jointly and severally liable for the deficiency, together with interest thereon at the highest rate specified in any applicable Loan Document for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs and expenses and other client charges of any attorneys employed by the Collateral Agent to collect such deficiency.

SECTION 9. Indemnity and Expenses.

(a) Each Pledgor jointly and severally agrees to defend, protect, indemnify and hold the Collateral Agent and each Secured Party (and all of their respective officers, directors, employees, attorneys, consultants and agents) harmless from and against any and all claims, damages, losses, liabilities, obligations, penalties, fees, costs and expenses (including, without limitation, reasonable legal fees, costs, expenses and disbursements of the Collateral Agent's and each Secured Party's counsel) to the extent that they arise out of or otherwise result from this Agreement (including, without limitation, enforcement of this Agreement), except, claims, losses or liabilities resulting solely and directly from such Person's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Each Pledgor jointly and severally agrees to pay to the Collateral Agent upon demand the amount of any and all costs and expenses, including the reasonable fees, costs, expenses and disbursements of the Collateral Agent's counsel and of any experts and agents (including, without limitation, any collateral trustee which may act as agent of the Collateral Agent) which the Collateral Agent may incur in connection with (i) the preparation, negotiation, execution, delivery, recordation, administration, amendment, waiver or other modification or termination of this Agreement, (ii) the custody or preservation, or during the continuance of an Event of Default, the use or operation of, or the sale of, collection from, or other realization upon, any Pledged Collateral, (iii) the exercise or enforcement of any of the rights of the Collateral Agent hereunder, or (iv) the failure by any Pledgor to perform or observe any of the provisions hereof.

SECTION 10. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be mailed (by certified mail, postage prepaid and return receipt requested), telecopied or delivered, if to any Pledgor, to it in care of the Borrower at its addresses specified in the Credit Agreement; if to the Collateral Agent, to it at its address specified in the Credit Agreement; or as to any such Person, at such other address as shall be designated by such Person in a written notice to such other Person complying as to delivery with the terms of this Section 10. All such notices and other communications shall be effective (a) if mailed (by certified mail, postage prepaid and return receipt requested), when received or three (3) Business Days after deposited in the mails, whichever occurs first, (b) if telecopied, when

transmitted and confirmation received, provided same is on a Business Day and, if not, on the next Business Day or (c) if delivered, upon delivery, provided same is on a Business Day and, if not, on the next Business Day.

SECTION 11. Security Interest Absolute. All rights of the Collateral Agent and the Secured Parties and all Liens and all obligations of each of the Pledgors hereunder shall be absolute and unconditional irrespective of: (a) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, (b) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from the Credit Agreement or any other Loan Document, (c) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of, or consent to or departure from any guaranty, for all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any of the Pledgors in respect of the Obligations. All authorizations and agencies contained herein with respect to any of the Pledged Collateral are irrevocable and powers coupled with an interest.

SECTION 12. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by each Pledgor and the Collateral Agent, and no waiver of any provision of this Agreement, and no consent to any departure by any of the Pledgors therefrom, shall be effective unless it is in writing and signed by the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Collateral Agent or the Secured Parties to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Collateral Agent and the Secured Parties provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Collateral Agent and the Secured Parties under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Collateral Agent or the Secured Parties to exercise any of their rights under any other document against such party or against any other Person.

(c) 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 portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in and Lien on the Pledged Collateral and shall (i) remain in full force and effect until the date on which all of the Obligations have been indefeasibly paid in full in cash and (ii) be binding on each Pledgor and its respective successors and assigns, and shall inure, together with all rights and remedies of the Collateral Agent and the Secured Parties hereunder, to the benefit of the

Collateral Agent and the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, the Collateral Agent and the Secured Parties may assign (and shall give notice thereof to Pledgors to the extent required by the Credit Agreement) or otherwise transfer their respective rights and obligations under this Agreement and any other Loan Document to any other Person

pursuant to the terms of the Credit Agreement, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Collateral Agent and the Secured Parties herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to the Collateral Agent or any Secured Party shall mean the assignee of the Collateral Agent or such Secured Party. None of the rights or obligations of any of the Pledgors hereunder may be assigned or otherwise transferred without the prior written consent of the Collateral Agent, and any such assignment or transfer shall be null and void.

(e) Upon the date on which all of the Obligations have been indefeasibly paid in full in cash, (i) this Agreement and the security interest and Lien created hereby shall terminate and all rights to the Pledged Collateral shall revert to the Pledgors, and (ii) the Collateral Agent will, at the Pledgors' expense, without any representation, warranty or recourse whatsoever, (A) return to the Pledgors such of the Pledged Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Pledgors such documents as the Pledgors shall reasonably request to evidence such termination.

(f) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST AND LIEN CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PLEDGED COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(g) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(h) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of an original executed counterpart.

(i) All of the obligations of the Pledgors hereunder are joint and several. The Collateral Agent may, in its sole and absolute discretion, enforce the provisions hereof against any of the Pledgors and shall not be required to proceed against all Pledgors jointly or seek payment from the Pledgors ratably. In addition, the Collateral Agent may, in its sole and absolute discretion, select the Pledged Collateral of any one or more of the Pledgors for sale or application to the Obligations, without regard to the ownership of such Pledged Collateral, and shall not be required to make such selection ratably from the Pledged Collateral

owned by all of the Pledgors. The release or discharge of any Pledgor by the Collateral Agent shall not release or discharge any other Pledgor from the obligations of such Person hereunder.

SECTION 13. Agreements of Existing Issuers. By its signature below, each of the Existing Issuers hereby agrees as follows:

(a) Upon an Event of Default that is continuing, the applicable Pledgor specified on Schedule I hereto hereby irrevocably authorizes and directs the applicable Existing Issuer, and such Existing Issuer hereby agrees, to comply with any and all instructions and orders originated by the Collateral Agent (and its successors and assigns) regarding any and all of the Pledged Collateral without the further consent by the registered owner (including the applicable Pledgor), and not to comply with any instructions or orders regarding any or all of the Pledged Collateral originated by any person or entity other than the Collateral Agent (and its successors and assigns) or a court of competent jurisdiction.

(b) Such Existing Issuer hereby certifies that (i) no notice of any security interest, lien or other encumbrance or claim affecting the Pledged Collateral (other than the security interest of the Collateral Agent) has been received by it, (ii) the security interest of the Collateral Agent in the Pledged Collateral has been registered in the books and records of the Existing Issuer, and (iii) it has received a copy of this Agreement.

(c) Such Existing Issuer covenants that it will not issue any certificates evidencing the Pledged Collateral unless such certificates are delivered to Collateral Agent in accordance with Section 3 of this Agreement.

SECTION 14. Release. Notwithstanding anything herein to the contrary, the Pledgors, and by its acceptance hereof, the Collateral Agent, on its own behalf and on behalf of the Secured Parties, agree that, from and after the Closing Date, any Person that was a "Pledgor" (as defined in the Previous Borrower/Subsidiary Pledge Agreement) under the Previous Borrower/Subsidiary Pledge Agreement and is not a party hereto shall not have any obligations hereunder and, from and after the Closing Date, the Collateral Agent shall release such Person from all obligations arising from or otherwise related to the Previous Borrower/Subsidiary Pledge Agreement and, on the Closing Date, shall terminate all Liens in favor of the Collateral Agent with respect to the assets and properties of each such Person.

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IN WITNESS WHEREOF, each Pledgor has caused this Pledge Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

PLEDGORS:

LEHIGH GAS PARTNERS LP, a Delaware limited partnership

By: Lehigh Gas GP LLC, a Delaware limited liability company, its General Partner

By: _____

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

LEHIGH GAS WHOLESALE LLC, a Delaware limited liability company

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LEHIGH GAS WHOLESALE SERVICES, INC., a Delaware corporation

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS LP, a Delaware limited partnership

By: LGP Realty Holdings GP LLC, a Delaware limited liability company, its General Partner

By: _____
Name: Joseph V. Topper, Jr.
Title: President

LGP REALTY HOLDINGS GP LLC, a Delaware limited liability company

By: _____
Name: Joseph V. Topper, Jr.
Title: President

PLEDGORS:

EROP - OHIO, LLC
KWIK PIK REALTY — OHIO, LLC
D. TOPPER, LLC
DDS TOPPER, LLC
K-1 TOPPER, LLC
K-2 TOPPER, LLC
K-3 TOPPER, LLC
K-4 TOPPER, LLC
MMSCC-6, LLC
SJF, LLC
SJKP, LLC
1830 EASTON AVENUE SOMERSET, LLC
14043 STATE NORTH ROYALTON LLC
2447 ANDERSON CRESCENT SPRINGS LLC
6151 PFEIFFER CINCINNATI LLC
2 MARLTON PIKE W. CHERRY HILL, LLC
11775 SPRINGFIELD SPRINGDALE LLC
20420 CHAGRIN SHAKER HEIGHTS LLC
4343 EAST ROYALTON BROADVIEW HEIGHTS LLC
508 AVON BELDEN AVON LAKE LLC
8200 COLUMBIA OLMSTED FALLS LLC
1396 DELSEA DR. DEPTFORD, LLC
2811 RT. 73 MAPLE SHADE, LLC
1595 CENTRAL AVE COLONIE, LLC

FOR EACH OF THE COMPANIES LISTED ABOVE:

By: LGP Realty Holdings GP LLC, a Delaware limited liability company, their Manager

By: _____
Name: Joseph V. Topper, Jr.
Title: President

EXISTING ISSUERS:

1 N. RT. 31 PENNINGTON, LLC
100 EAST UWCHLAN AVE. EXTON, LLC
100 YORK JENKINTOWN LLC
1001 BALTIMORE AVE. EAST LANSDOWNE, LLC
1003 FREEPORT RD CHESWICK, LLC
101 LANCASTER AVE. MALVERN, LLC
10202 LORAIN CLEVELAND LLC
103 EAST MAIN FREEHOLD LLC
103 N. POTTSTOWN PIKE EXTON, LLC
10300 BROOKPARK BROOKLYN LLC
104 ROUTE 57 HACKETTSTOWN LIMITED LIABILITY COMPANY
1071 PARKWAY AVE. WEST TRENTON, LLC
10843 MONTGOMERY CINCINNATI LLC
1090 BOARDMAN POLAND LLC
1095 S. WEST END BLVD. QUAKERTOWN, LLC
11 ROUTE 10 EAST SUCCASUNNA, LLC
1110 MCCARTHUR ROAD WHITEHALL, LLC
11250 GRANGER GARFIELD HEIGHTS LLC
113 NORTH GULPH ROAD KING OF PRUSSIA, LLC
1130 BALTIMORE PIKE GLEN MILLS, LLC
115 BLOOMFIELD MONTCLAIR LLC
1170 RARITAN CRANFORD LLC
12 WHITE HORSE PIKE CLEMENTON, LLC
120 ROUTE 173 WEST ASBURY LIMITED LIABILITY COMPANY
1201 RT. 33 TRENTON, LLC
1229 MCDADE BLVD. WOODLYN, LLC
123 NORTH PINE LANGHORNE, LLC
1251 ROUTE 206 PRINCETON LIMITED LIABILITY COMPANY
1266 E. OLD LINCOLN HWY. LANGHORNE, LLC
127 EASTON NEW BRUNSWICK LLC
1300 GALLOPING HILL KENILWORTH LLC
13165 LARCHMERE SHAKER HEIGHTS LLC
1326 HOPPLE CINCINNATI LLC
135 OLD CRANBURY RD. CRANBURY, LLC
1386 STATE ROUTE 125 AMELIA LLC
14008 LORAIN CLEVELAND LLC
1405 N STATE ST CLAIRTON, LLC
1419 W. MAIN ST LANSDALE, LLC
142 MOHAWK TRAIL GREENFIELD, LLC
145 BROADWAY HILLSDALE LLC
1469 LAKE AVE ROCHESTER, LLC
14718 MADISON LAKEWOOD LLC
15 MAIN STREET WATSONTOWN, LLC
15150 SNOW BROOKPARK LLC
152 MORRIS MORRISTOWN LLC

1550 QUEEN CINCINNATI LLC
16 ROUTE 173 WEST HAMPTON LIMITED LIABILITY COMPANY
16067 SR-170 EAST LIVERPOOL LLC
162 SOUTHAMPTON WESTFIELD, LLC
169 PERRYVILLE ROAD HAMPTON LIMITED LIABILITY COMPANY
1700 BROOKPARK CLEVELAND LLC
1707 ROUTE 31 SOUTH CLINTON, LLC
171 MT. BETHEL ROAD WARREN, LLC
1771 RT. 206 SOUTHAMPTON, LLC
1775 MARKETPLACE HENRIETTA LLC
17810 BAGLEY MIDDLEBURG HEIGHTS LLC
181 ELM ST. WESTFIELD, LLC
1824 WHITE HORSE PIKE MERCERVILLE, LLC
1830 WILBRAHAM RD. SPRINGFIELD, LLC
192 MADISON CONVENT STATION LLC
2 CHURCH STREET LIBERTY CORNER, LLC
2 E PASSAIC MAYWOOD LLC
2 HIGHWAY 36 KEANSBURG, LLC
2 RIDGE LYNDHURST LLC

20 NORTH ERIE HAMILTON LLC
200 W. MONTGOMERY AVE. ARDMORE, LLC
201 W. GERMANTOWN PIKE NORRISTOWN, LLC
204 PARSIPPANY PARSIPPANY LLC
2058 DELAWARE AVE BUFFALO, LLC
210 TUCKERTON RD. MEDFORD, LLC
211 WATCHUNG BLOOMFIELD LLC
2159 SOUTH GREEN UNIVERSITY HEIGHTS LLC
2200 BABCOCK BLVD PITTSBURGH, LLC
226 BLOOMFIELD AVENUE CALDWELL, LLC
2276 HIGHWAY 34 NORTH ALLENWOOD, LLC
2306 LYCOMING CREEK ROAD WILLIAMSPORT, LLC
2311 N TRIPHAMMER RD LANSING, LLC
234-248 N. 63RD ST. PHILADELPHIA, LLC
23425 LORAIN NORTH OLMSTED LLC
2360 SOUTH AVENUE SCOTCH PLAINS, LLC
2401 HAVERFORD ROAD ARDMORE, LLC
2405 ROUTE 286 PITTSBURGH, LLC
245 MOUNTAIN SPRINGFIELD LLC
247 GORDONS MANALAPAN LLC
249 WEST MITCHELL CINCINNATI LLC
2501 BRIGHTON AVE PITTSBURGH, LLC
2503 BURLINGTON, LLC
251-259 NEW BRUNSWICK AVENUE FORDS, LLC
25295 LORAIN NORTH OLMSTED LLC
25466 DETROIT WESTLAKE LLC
25525 CENTER RIDGE WESTLAKE LLC
25705 CHAGRIN BEACHWOOD LLC

258-260 RT. 130 N. BORDENTOWN, LLC
2643 WARRENSVILLE UNIVERSITY HEIGHTS LLC
2696 MADISON CINCINNATI LLC
2700 LEECHBURG RD LOWE BURRELL, LLC
2701 CHESTER CLEVELAND LLC
2703 BELMONT YOUNGSTOWN LLC
2720 SALT SPRINGS YOUNGSTOWN GIRAD LLC
2801 MAYFIELD CLEVELAND HEIGHTS LLC
2901 ASBURY OCEAN LLC
2959 ROUTE 10 EAST PARSIPPANY, LLC
29775 CLEMENS WESTLAKE LLC
30 DONNERMOYER BELLEVUE LLC
301 S. KEMP ST. LYONS, LLC
3051 RT. 38 MOUNT LAUREL, LLC
3059 GROVE LORAIN LLC
3065 WEST 117TH CLEVELAND LLC
307 SOUTH MAIN STREET FLEMINGTON, LLC
30812 DETROIT WESTLAKE LLC
310 BOARDMAN CANFIELD YOUNGSTOWN LLC
3100 WEST 14TH CLEVELAND LLC
3101 N. BROAD ST. PHILADELPHIA, LLC
3180 MONTGOMERY LOVELAND LLC
3221 ROUTE 22 BRANCHBURG, LLC
32393 LORAIN NORTH RIDGEVILLE LLC
335 FRANKLIN MILLS CIRCLE PHILADELPHIA, LLC
336 MORRIS SUMMIT LLC
34-38 ROUTE 15 LAFAYETTE, LLC
3550 GENESEE ST CHEEKTOWAGA, LLC
3577 ROUTE 611 BARTONSVILLE LLC
3590 MADISON CINCINNATI LLC
35985 CENTER RIDGE NORTH RIDGEVILLE LLC
3602 MAHONING YOUNGSTOWN LLC
3727 LINCOLN THORNDALE LLC
3735 FULTON CLEVELAND LLC
390 SOUTH MAPLE AVENUE GLEN ROCK, LLC
39105 COLORADO AVON LAKE LLC
3983 MAYFIELD CLEVELAND HEIGHTS LLC
4001 HAUCK CINCINNATI LLC
4006 LEE CLEVELAND LLC
402 EAST BRIDGE ELYRIA LLC
40890 SR-154 LISBON LLC
409 ROUTE 130 SOUTH CINNAMINSON, LLC
415 SOUTH MAIN STREET SHENANDOAH, LLC

4161 WEST 150TH CLEVELAND LLC
4200 WHITAKER AVE. PHILADELPHIA, LLC
4212 RT. 130 WILLINGBORO, LLC
4282 MONTICELLO SOUTH EUCLID LLC

4301 WINSTON COVINGTON LLC
445 ROUTE 3 SECAUCUS, LLC
4545 READING CINCINNATI LLC
461 BLOOMFIELD BLOOMFIELD LLC
4612 EDGMONT AVE BROOKHAVEN, LLC
4616 MCKNIGHT RD PITTSBURGH, LLC
4774 ROYALTON BROADVIEW HEIGHTS LLC
479 KROCKMALLY PERTH AMBOY LLC
4900 MONTGOMERY CINCINNATI LLC
4901 FLEET CLEVELAND LLC
4910 HARVARD NEWBURGH HEIGHTS LLC
495 MAIN STREET CHESTER, LLC
505 ROUTE 10 WHIPPANY LLC
505 ROUTE 202 BEDMINSTER LLC
506 COMMONWEALTH ERLANGER LLC
507 ALLEGHENY AVE OAKMONT, LLC
5200 ROCKSIDE INDEPENDENCE LLC
5206 STATE PARMA LLC
5219 DETROIT SHEFFIELD LLC
5250 TORRESDALE AVE. PHILADELPHIA, LLC
528 ALTAMONT BOULEVARD FRACKVILLE, LLC
53 W FAYETTE ST UNIONTOWN, LLC
543 OHIO CINCINNATI LLC
546 WARDS CORNER LOVELAND LLC
549 HIGHWAY 36 NORTH AND MAIN STREET BELFORD, LLC
5502 MAHONING AUSTINTOWN LLC
5510 ST CLAIR CLEVELAND LLC
552 EAST 152ND CLEVELAND LLC
555 NORTH YORK HATBORO LLC
5575 DIXIE FAIRFIELD LLC
56 THIRD AVENUE SECAUCUS, LLC
5700 HOMEVILLE RD WEST MIFFLIN, LLC
5716 HULMEVILLE ROAD BENSALEM, LLC
599 EAST MAIN CANFIELD LLC
600 ROUTE 206 SOMERVILLE, LLC
600 S. OAK ROAD PRIMOS SECANE, LLC
6000 VROOMAN PAINESVILLE LLC
601 STATE HIGHWAY 12 FLEMINGTON LIMITED LIABILITY COMPANY
602 LALOR TRENTON LLC
606 MONTGOMERY AVE. NARBERTH, LLC
632 SECOND AVENUE LONG BRANCH, LLC
6585 RIDGE PARMA LLC
6816 EASTON ROAD PIPERSVILLE, LLC
6875 MAIN ST WILLIAMSVILLE, LLC
727 EAST MAIN LEBANON LLC
735 MCCARTNEY YOUNGSTOWN LLC
736 DRESDEN EAST LIVERPOOL LLC

7380 BEECHMONT CINCINNATI LLC
7424 WEST CHESTER PIKE UPPER DARBY, LLC
7510 BROADVIEW PARMA LLC
759 CHESTER PIKE PROSPECT PARK, LLC
7799 MONTGOMERY CINCINNATI LLC
780 STELTON PISCATAWAY LLC
7961 US HIGHWAY 42 FLORENCE LLC
799 VALLEY FORGE PHOENIXVILLE LLC
800 GREENWOOD TRENTON LLC
801 NORTH LEAVITT AMHERST LLC
8020 MONTGOMERY CINCINNATI LLC
8039 BURLINGTON FLORENCE LLC
812 PASSAIC CLIFTON GAS STATION LLC
869 FISCHER TOMS RIVER LLC
8800-8812 KENNEDY BOULEVARD NORTH BERGEN, LLC

890 NORTH CANFIELD NILES YOUNGSTOWN LLC
90 ROUTE 206 FLANDERS LLC
91 MINE BROOK ROAD BERNARDSVILLE, LLC
9171 UNION CENTRE WEST CHESTER LLC
9855 MASON-MONTGOMERY MASON LLC
9996 BUSTLETON AVE. PHILADELPHIA, LLC
BELVIDERE SOMERVILLE LEBANON RINGOES FLEMINGTON LIMITED LIABILITY COMPANY
BULL CREEK LLC
CHESTNUT AND LINE STREET MIFFLINBURG, LLC
COBBLER'S CREEK LLC
DELG - UST I, LLC
HARLEYSVILLE GAS STATION LLC
I-295 & BLACK HORSE PIKE MOUNT EPHRAIM, LLC
I-95 & MARKET ST. MARCUS HOOK, LLC
KYLG-UST I, LLC
LANSDALE GAS STATION LLC
MALG - UST I, LLC
MALG - UST II, LLC
MELG-UST I, LLC
NHLG - UST I, LLC
NJLG-UST I, LLC
NYLG - UST I, LLC
OHLG-UST I, LLC
PALG - UST I, LLC
PALG - UST II, LLC
PALG - UST III, LLC
PALG - UST IV, LLC
PALG - UST VI, LLC
PALG-UST V, LLC
ROOSEVELT BLVD PHILADELPHIA, LLC
ROUTE 1 AND MENLO METUCHEN LLC

ROUTE 313 & 113 DUBLIN, LLC
ROUTE 53 AND ESTLING DENVILLE LLC
ZEBRA RUN LLC

FOR EACH OF THE COMPANIES LISTED ABOVE:

By: LGP Realty Holdings GP LLC, a Delaware limited liability company, their Manager

By: _____
Name: Joseph V. Topper, Jr.
Title: President

AGREED AND ACCEPTED:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

SCHEDULE I

TO

PLEDGE AGREEMENT

Pledged Equity

Pledgor	Name of Existing/	Number of Shares /	Percentage of Outstanding	Class	Certificate Number

Pledged Issuer	Membership Interests	Shares / Membership Interests			

ANNEX I

TO

PLEDGE AGREEMENT

PLEDGE AMENDMENT

This Pledge Amendment, dated , , is delivered pursuant to Section 3 of the Pledge Agreement referred to below. The undersigned hereby agrees that this Pledge Amendment may be attached to the Second Amended and Restated Pledge Agreement, dated October 30, 2012, as it may heretofore have been or hereafter may be amended, restated or otherwise modified or supplemented from time to time (the "Pledge Agreement") and that the shares or membership or other ownership interests listed on this Pledge Amendment shall be hereby pledged and assigned to the Collateral Agent and become part of the Pledged Collateral referred to in such Pledge Agreement and shall secure all of the Obligations referred to in such Pledge Agreement.

Pledged Equity

Pledgor	Name of Pledged Issuer	Number of Shares / Membership Interests	Percentage of Outstanding Shares / Membership Interests	Class	Certificate Number

[PLEDGOR]

By: _____
Name:
Title:

EXHIBIT G-1

**AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT,
ABSOLUTE ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AGREEMENT**

Maximum Principal Amount Not to Exceed **$324,000,000**

made by and between

[MORTGAGOR]
(Mortgagor)

and

**KEYBANK NATIONAL ASSOCIATION
AS COLLATERAL AGENT**
(Mortgagee)

Effective as of , 2012

Mortgaged Property Location:

[ADDRESS]

[COUNTY] COUNTY, NEW JERSEY

NOTE TO COUNTY RECORDER:

THIS MORTGAGE IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS AS A FIXTURE FILING IN ACCORDANCE WITH THE NEW JERSEY UNIFORM COMMERCIAL CODE. THE NAMES OF THE DEBTOR AND THE SECURED PARTY, THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE

OBTAINED, THE MAILING ADDRESS OF THE DEBTOR AND A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL, ARE AS DESCRIBED IN THE PREAMBLE OF THIS MORTGAGE ON PAGE 1.

AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT,
ABSOLUTE ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AGREEMENT

Maximum Principal Amount Not to Exceed $324,000,000

THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ABSOLUTE ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING AGREEMENT, executed on the acknowledgment dates of the signatures hereto and effective as of , 2012 (the "Effective Date"), is made by and between [MORTGAGOR], a [ ] limited liability company ("Mortgagor"), whose mailing address is 702 W. Hamilton St., Suite 203, Allentown, Pennsylvania 18101, and KEYBANK NATIONAL ASSOCIATION, a national banking association, as Collateral Agent for the Lenders from time to time party to the Credit Agreement (as each such term is defined in the Credit Agreement, which is hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, "Mortgagee"), whose address is 127 Public Square, Cleveland, Ohio 44114. Any and all references herein to this "Mortgage" shall mean this Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Agreement, and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this Amended and Restated Mortgage, Security Agreement, Absolute Assignment of Leases and Rents and Fixture Filing Agreement.

Background

A. Lehigh Gas - Ohio, LLC, a Delaware limited liability company, Lehigh Gas Corporation, a Delaware corporation, Energy Realty OP LP, a Delaware limited partnership, Lehigh Kimber Petroleum Corporation, a Delaware corporation, Lehigh Kimber Realty, LLC, a Delaware limited liability company, and EROP - Ohio, LLC, a Delaware limited liability company (collectively, the "Original Borrowers"), entered into that certain Amended and Restated Credit Agreement, effective as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement"), with the Lenders (as defined in the Original Credit Agreement and referred to hereinafter as the "Original Lenders"), Mortgagee, as Collateral Agent and Administrative Agent for the Original Lenders, and the other parties thereto.

B. Pursuant to the Original Credit Agreement, the Original Lenders severally agreed to make a certain senior secured credit facility available to the Original Borrowers in the aggregate original principal amount of $183,000,000 through (i) a $48,000,000 five year senior secured revolving credit facility, (ii) a $135,000,000 five year senior secured term loan facility, with an option to increase this senior secured term loan facility by up to an additional $75,000,000, (iii) certain letters of credit, and (iv) certain swingline loans (collectively, the "Original Loan"), upon the terms and subject to the conditions set forth in the Original Credit Agreement.

C. As security for the Original Loan, Mortgagor executed and delivered to Mortgagee, as Collateral Agent for the benefit of the Original Lenders, that certain Mortgage, Security Agreement, Absolute Assignment of Leases and Rents and Fixture Filing, effective as

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of [ ], and recorded on [ ], in [ ] (the "Original Mortgage"), which encumbered all of Mortgagor's right, title and interest in and to the Mortgaged Property (as hereinafter defined).

D. Lehigh Gas Partners LP, a Delaware limited partnership, as Borrower (as defined in the Credit Agreement), the Lenders (as defined in the Credit Agreement), Mortgagee, and the other parties thereto, are parties to that certain Second Amended and Restated Credit Agreement, effective as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). The terms of the Subsidiary Guaranty (as hereinafter defined) are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

E. Pursuant to the Credit Agreement, the Lenders have severally agreed to make certain senior secured credit facilities available to the Borrower in the aggregate original principal amount of $249,000,000 through (i) a $249,000,000 three year senior secured revolving credit facility, with an option to increase this senior secured revolving credit facility by up to an additional $75,000,000 (the "Revolver"), (ii) certain letters of credit (the "L/C"), and (iii) certain swingline loans (each a "Swingline Loan", and together with the L/C and the Revolver, collectively, the "Loan"), upon the terms and subject to the conditions set forth in the Credit Agreement, it being the intent of the parties thereto that the Credit Agreement shall supersede and replace the Original Credit Agreement and that the Loan shall supersede and replace the Original Loan.

F. Mortgagor and the Borrower are affiliates, Mortgagor has derived substantial direct and indirect benefit from the Original Loan, and Mortgagor will derive substantial direct and indirect benefit from the Loan.

G. To secure the obligations to repay the Loan, Mortgagor has executed and delivered that certain Second Amended and Restated Guaranty, effective as of the Effective Date, in favor of Mortgagee (as amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"), pursuant to which Mortgagor and certain other affiliates of Borrower have guaranteed the payment and performance of Borrower's obligations under the Credit Agreement and other Loan Documents.

H. Mortgagor is a Loan Party and a Guarantor under the Subsidiary Guaranty and is fully familiar with the terms and provisions of each Loan Document.

I. Mortgagor is the owner of the fee simple estate in the parcel(s) of real property described on Schedule A attached hereto and made a part hereof (the "Land"), and all of the Improvements (as defined below) (the Land and the Improvements being collectively referred to herein as the "Real Estate").

J. Mortgagor, as landlord, and Lehigh Gas — Ohio, LLC, a Delaware limited liability company, as tenant (together with its successors and assigns in such capacity, "Operating Lease Tenant"), are or hereafter may be parties to one or more lease agreements

(individually and collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Operating Lease"), pursuant to which Mortgagor has or hereafter may have demised and let the Premises and/or Equipment (as defined below) to Operating Lease Tenant.

K. It is a condition precedent to the effectiveness of the Credit Agreement and the obligation of the Lenders to make the Loan to the Borrower under the Credit Agreement that Mortgagor amend and restate the Original Mortgage by executing and delivering this Mortgage to Mortgagee as Collateral Agent for the benefit of the Lenders.

L. Mortgagor and Mortgagee desire hereby to amend and restate the Original Mortgage to reflect that it secures the Loan as hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Mortgagor and Mortgagee agree as follows:

1. The foregoing recitals are true and correct and constitute a material part of this Mortgage;

2. Mortgagor acknowledges that it has no defenses, counterclaims or offsets with respect to any of its obligations contained in the Original Mortgage; and

3. The Original Mortgage is hereby amended and restated in its entirety to read as follows:

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Mortgagor agrees that, to secure the payment and performance of the Obligations as defined in Section 1.01 of the Credit Agreement:

MORTGAGOR HEREBY IRREVOCABLY GRANTS, BARGAINS, ASSIGNS, TRANSFERS AND CONVEYS UNTO MORTGAGEE, AS COLLATERAL AGENT FOR THE LENDERS PURSUANT TO THE CREDIT AGREEMENT, WITH POWER OF SALE (BUT ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW) AND RIGHT OF ENTRY AND POSSESSION AS FURTHER DESCRIBED HEREIN, FOR THE USE AND BENEFIT OF MORTGAGEE, A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND WARRANTS, GRANTS, ASSIGNS, TRANSFERS, CONVEYS AND SETS OVER TO MORTGAGEE:

(a) the Land as more fully described on Schedule A attached hereto and made a part hereof;

(b) all right, title and interest Mortgagor now has or may hereafter acquire in and to all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (collectively, the "Improvements") or any part thereof, and all the estate, right, title,

claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(c) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(d) all right, title and interest of Mortgagor in and to all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever (including, but not limited to, all equipment and personalty connected with the operation of the gas station at the Real Estate and/or any other Improvements), and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (d) being collectively referred to herein as the "Equipment");

(e) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(f) all right, title and interest of Mortgagor in and to the Operating Lease and all other existing and future leases, subleases, sub-franchise agreements or other occupancy agreements covering, and all agreements for any use of, all or any part of the Land described in Schedule A hereto, the Improvements located thereon and the other Mortgaged Property, and all extensions, renewals and guarantees thereof and all amendments and supplements thereto (individually, a "Lease" and collectively, the "Leases"), including without limitation (i) all rents, revenues, issues, income, receipts, profits and other amounts now or hereafter becoming due to

Mortgagor under the Leases (whether for the letting of space, for services, materials or installations supplied by Mortgagor, insurance and taxes or for any other reason whatsoever), and all insurance proceeds, condemnation awards, damages following any defaults by tenants under the Leases (collectively, "Tenants"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (all of the foregoing being hereinafter collectively called the "Rents") and all rights to direct the payment of, make claim for, collect, receive and receipt for the Rents; and (ii) (x) all claims, rights, privileges and remedies on the part of Mortgagor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under any Lease to which it is a party, (y) all rights, powers and privileges of Mortgagor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and (z) all other claims, rights, powers, privileges and remedies of Mortgagor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Mortgagor is entitled to do thereunder or with respect thereto (collectively, the "Lessor Rights". The Lessor Rights, Leases and Rents are hereinafter sometimes referred to as the "Assigned Property");

(g) all right, title and interest of Mortgagor in and to all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below or as otherwise expressly set forth in the Credit Agreement; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable Lease, contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase, use or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(i) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (a) through (c) are collectively

referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns for the uses and purposes set forth herein and in the Credit Agreement, WITH POWER OF SALE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) AND RIGHT OF ENTRY AND POSSESSION AS FURTHER DESCRIBED HEREIN, forever, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee against every Person whomever lawfully claiming or to claim the same or any part thereof, until the Obligations are fully paid and performed.

This Mortgage secures present and future advances and re-advances made by the Lenders for the benefit of Borrower and Mortgagor and the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with and for the benefit of Mortgagee and the Lenders as follows:

1. Warranty of Title. Mortgagor warrants that it has good record title in fee simple to the Real Estate, and good title to the rest of the Mortgaged Property, subject only to the matters that are set forth in Schedule B of (i) the title insurance policy or policies that have been issued to Mortgagee to insure the lien of the Original Mortgage and (ii) the updated title insurance commitments and/or record lien searches issued or to be issued to Mortgagee in connection with this Mortgage that are acceptable to Mortgagee in its sole discretion (collectively, the "Permitted Encumbrances"). Subject to the Permitted Encumbrances, Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all Persons. Mortgagor represents and warrants that it has the first priority and lawful authority to grant, bargain, assign, transfer, mortgage and convey a first priority lien and security interest in all of the Mortgaged Property to Mortgagee, subject only to the Permitted Encumbrances as provided in this Section 1, in the manner and form herein provided and without obtaining the authorization, approval, consent or waiver of any grantor, lessor, sublessor, Governmental Authority, or other Person whomsoever. The Operating Lease shall be subject and subordinate to the lien of this Mortgage, and Mortgagor and Operating Lease Tenant shall execute and deliver to Mortgagee such instruments that Mortgagee deems reasonably necessary to subordinate the Operating Lease to the lien of this Mortgage.

2. Payment of Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Credit Agreement and/or each Loan Document.

3. Requirements. Mortgagor shall promptly comply with all laws applicable to the Mortgaged Property, and all covenants, restrictions, conditions and requirements now or hereafter of record or which otherwise may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or

reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have (i) a Material Adverse Effect, or (ii) a material adverse effect on (A) the current use of the Mortgaged Property, or (B) the value of the Mortgaged Property (assuming its current use). Mortgagor shall not commit, nor permit or suffer to occur, any material waste with respect to the Mortgaged Property.

4. Payment of Taxes and Other Impositions. (a) Promptly when due and in any event prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, Mortgagor shall pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Mortgaged Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Mortgaged Property, or arising in respect of the occupancy, use, operation or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions") except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings and in accordance with the provisions of the Credit Agreement, and that non-payment thereof will not result in forfeiture, sale, loss or diminution of any interest of Mortgagor (or Mortgagee) in the Mortgaged Property, and (ii) the Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with GAAP, which reserves shall include reasonable additional sums to cover possible interest, costs and penalties; provided, however, that Mortgagor shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final (and, subject to Mortgagee's rights and remedies during an Event of Default and any provisions set forth in the Credit Agreement to the contrary, Mortgagee shall make any sum deposited in such reserve available for such payment); and provided, further, that, in all events, Impositions, interest, costs and penalties shall be paid prior to the date any writ or order is issued under which the Mortgaged Property may be sold, lost or forfeited. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition made by Mortgagor. If by law any Imposition, at Mortgagor's option, may without penalty or premium be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Subject to the right of Mortgagor to contest as provided in Section 4(a) above, nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, without notice or demand to Mortgagor, to pay any Imposition after the date such Imposition shall have become due, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Mortgaged Property secured hereby prior to any right or title to, interest in, or claim upon the Mortgaged Property subordinate to the lien of this Mortgage, and (ii) payable within five (5) Business Days of demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

(c) As of the date hereof, Mortgagor represents and warrants that Mortgagor (i) has filed all federal, state, county, municipal and city income and other material tax returns

required to have been filed by it and has paid all taxes and other Impositions which have become due or pursuant to any assessments or charges received by it, (ii) does not know of any basis for any additional assessment or charge in respect of any such taxes or other Impositions, and (iii) has paid in full all sums owing or claimed for labor, material, supplies, personal property (whether or not forming an Improvement hereunder) and services of every kind and character used, furnished or installed by or on behalf of Mortgagor in or on the Mortgaged Property that are now due and owing and no claim for same exists or will be permitted to be created, except such claims as may arise in the ordinary course of business and that are not yet past due or which are being contested in good faith by appropriate proceedings diligently conducted and that non-payment thereof will not result in forfeiture, sale, loss or diminution of any interest of Mortgagor (or Mortgagee) in the Mortgaged Property, if adequate reserves with respect thereto are maintained on the books of Mortgagor.

5. Insurance**.** (a) Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties and risks as are included in a standard "extended coverage" form and "special form" (formerly known as an "all risk" endorsement policy) policy and as may be otherwise reasonably satisfactory to Mortgagee, in an amount equal to the full replacement cost of the Improvements, without deduction for physical depreciation and such that Mortgagee would not be deemed a co-insurer, (ii) commercial general liability insurance, including broad form comprehensive general liability coverage for broad form property damage, contractual damages and personal injuries (including death resulting therefrom), and (iii) any other insurance with respect to the Mortgaged Property that may be required under the Credit Agreement or is otherwise from time to time reasonably required by Mortgagee in order to protect its interests, all such policies to be in such form and amounts and have such coverage as may be reasonably satisfactory to Mortgagee. All of the insurance policies required hereunder shall (A) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days (ten (10) days in the case of non payment of premium) after receipt by the Mortgagee of written notice thereof, (B) contain a standard, non-contributory mortgagee clause naming Mortgagee, and its successors and assigns, as an additional insured party under all liability insurance policies, as the first mortgagee and loss payee on all property insurance policies, and a loss payee on all rental loss or business interruption insurance policies, and (C) include deductibles reasonably satisfactory to Mortgagee.

(b) If any portion of the Improvements is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, Mortgagor shall maintain or cause to be maintained, flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

(c) Mortgagor shall promptly comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by Mortgagor under this Mortgage.

(d) If Mortgagor is in default of its obligations to insure or deliver to Mortgagee any such prepaid policy or policies, then Mortgagee, at its option upon five (5) Business Days' written days notice to Mortgagor (unless, in Mortgagee's judgment, in its sole discretion, Mortgagee's security

would be compromised by giving such notice), may effect such insurance from year to year, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee, within three (3) Business Days of demand, such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(e) In the event of loss, Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and Mortgagor shall not adjust, collect or compromise any claims under said policies without the prior written consent of Mortgagee. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums relating to the Mortgaged Property, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft therefor. Subject to the terms of the Credit Agreement and this Mortgage (including, without limitation, Section 7 of this Mortgage), all insurance proceeds shall be made available to Mortgagor for the repair and restoration of the Mortgaged Property; provided, however, that if an Event of Default shall have occurred and be continuing, or any event or condition which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and subsequently shall not be cured within any applicable cure period, Mortgagee instead may obtain such amounts and apply the same to the Obligations in accordance with the terms and provisions of the Credit Agreement.

(f) In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance proceeds relating to the Mortgaged Property shall be applied by Mortgagee to the Obligations.

(g) In applying the provisions of Section 37 hereof, the terms and provisions of this section shall be deemed to supplement, and not conflict with, the terms and provisions of the Credit Agreement relating to insurance.

6. Condemnation. Mortgagor, promptly upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Mortgaged Property, shall notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor shall deliver to Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by Mortgagee. Subject to the terms of the Credit Agreement and this Mortgage (including, without limitation, Section 7 of this Mortgage), all condemnation awards shall be made available to Mortgagor for the repair and restoration of the Mortgaged Property; provided, however, that if an Event of Default shall have occurred and be continuing, or any event or condition which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and subsequently shall not be cured within any applicable cure period, Mortgagee instead may obtain such amounts and apply the same to the Obligations in accordance with the terms and provisions of the Credit Agreement.

7. Restoration.

(a) Insurance proceeds and condemnation awards (or payments in lieu thereof) shall, subject to Mortgagee's reasonable consent, be used by Mortgagor to repair and restore the Mortgaged Property, in accordance with the Credit Agreement and this Section 7. Restoration shall be performed only in accordance with the following conditions:

(i) prior to commencement of restoration and from time to time during restoration, Mortgagee may require Mortgagor to deposit the proceeds of any insurance or condemnation proceeds, plus any additional monies into the restoration fund with Mortgagee in amounts which, in Mortgagee's judgment, are sufficient to defray all costs to be incurred to complete the restoration and all costs associated therewith, including labor, materials, architectural and design fees and expenses and contractor's fees and expenses, and Mortgagee shall have approved a budget and cost breakdown for the restoration, together with a disbursement schedule, in detail satisfactory to Mortgagee;

(ii) prior to commencement of restoration, the total cost of which exceeds $350,000, the contracts, contractors, plans and specifications for the restoration shall have been approved by Mortgagee (such approval not to be unreasonably withheld) and all governmental authorities having jurisdiction, and Mortgagee shall be provided with satisfactory title insurance and acceptable surety bonds insuring satisfactory completion of the restoration and the payment of all subcontractors and materialmen;

(iii) all restoration work shall be done under fixed price contracts, fully bonded;

(iv) at the time of any disbursement, an Event of Default or any event or conditions which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall not have occurred, no mechanics' or materialmen's liens shall have been filed and remain undischarged and an endorsement satisfactory to Mortgagee to any title insurance policy insuring the lien of this Mortgage shall have been delivered to Mortgagee;

(v) if funds for the restoration of the Mortgaged Property are held by Mortgagee in a restoration fund, disbursements from the restoration fund shall be made from time to time, but not more frequently than once each calendar month, for completed work under the aforesaid contracts (subject to retainage not in excess of 10%) and for other costs associated therewith and approved by Mortgagee upon receipt of evidence satisfactory to Mortgagee of the stage of completion and of performance of the work in a good and workmanlike manner in accordance with the contracts, plans and specifications as approved by Mortgagee;

(vi) Mortgagor will pay the cost of Mortgagee's inspecting architect or engineer and the cost of any attorney's fees and disbursements incurred by Mortgagee in connection with such restoration;

(vii) Mortgagee shall have the option to retain up to ten percent (10%) of the cost of all work until the restoration is fully completed, as determined by Mortgagee, and all occupancy permits therefor have been issued;

(viii) Mortgagee may impose such other reasonable conditions, including a restoration schedule, as are customarily imposed by construction lenders to assure complete and lien-free restoration; and

(ix) any sum remaining in the restoration fund or any such funds not applied by Mortgagor to the restoration of the Mortgaged Property, shall be applied to the Obligations.

(b) If within a reasonable period of time after the occurrence of any loss or damage to the Mortgaged Property Mortgagor shall not have submitted to Mortgagee and received Mortgagee's approval (to the extent required pursuant to subsection (a)) of plans and specifications for the repair, restoration or rebuilding of such loss or damage or shall not have obtained approval of such plans and specifications from all governmental authorities whose approval is required or if, after such plans and specifications are approved by Mortgagee (to the extent required pursuant to subsection (a)) and by all such governmental authorities, Mortgagor shall fail to commence promptly such repair, restoration or rebuilding or if thereafter Mortgagor fails to carry out diligently such repair, restoration or rebuilding, or subject to Section 4(c)(iii) hereof, is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work or if any other condition of this paragraph is not satisfied within a reasonable period of time after the occurrence of any such loss or damage, then Mortgagee, in addition to all other rights herein set forth, and after giving Mortgagor thirty (30) days written notice of the nonfulfillment of one or more of the foregoing conditions, may, failing Mortgagor's fulfillment of said conditions within said thirty (30)-day period, at Mortgagee's option, (A) apply the restoration fund and any and all insurance proceeds or condemnation awards received by Mortgagor to the Obligations in accordance with the Credit Agreement, and/or (B) perform or cause to be performed such repair, restoration or rebuilding and may take such other steps as Mortgagee may elect to carry out such repair, restoration or rebuilding and may enter upon the Mortgaged Property for any of the foregoing purposes, and Mortgagor hereby waives, for itself and all others holding under it, any claim against Mortgagee and any receiver and their respective agents (other than a claim based upon the alleged gross negligence or intentional misconduct of Mortgagee or any such receiver or agent) arising out of anything done by them or any of them pursuant to this paragraph and Mortgagee may, in its discretion, apply any insurance or condemnation proceeds held by it to reimburse itself and/or such receiver for all amounts expended or incurred by it in connection with the performance of such work, including reasonable attorneys' fees, and any excess costs shall be paid by Mortgagor to Mortgagee, and Mortgagor's obligation to pay such excess costs shall be secured by the lien of this Mortgage and shall bear interest at the Default Rate until paid.

(c) Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

8. Restrictions; Negative Covenants. (a) Except as may be expressly provided for in the Credit Agreement and except for the Lien of this Mortgage and the Permitted Encumbrances, Mortgagor shall not further mortgage, nor otherwise encumber the Mortgaged

Property or create or suffer to exist any Lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the Lien of this Mortgage and whether recourse or non-recourse.

(b) Mortgagor shall notify Mortgagee, in writing and in advance, with respect to all proposed alterations, improvements or additions to the Mortgaged Property which are of a material nature, and Mortgagor shall not effect any material alteration, improvement or addition to the Mortgaged Property exceeding $300,000.00 without the prior written consent of Mortgagee in each instance. Without limiting the definition of the phrase "material alteration, improvement or addition", any change affecting the structure or use of an Improvement, or materially restricting the access thereto, shall be deemed a "material alteration, improvement or addition".

(c) All negative covenants made by Borrower in Article 7 of the Credit Agreement are incorporated herein by reference and are hereby made by Mortgagor as to itself and the Mortgaged Property as though such negative covenants were set forth at length herein as the negative covenants of Mortgagor.

9. Transfer Restrictions. Except as may be expressly permitted by the Credit Agreement, Mortgagor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

10. Leases. Except as expressly permitted under the Credit Agreement, Mortgagor shall not (a) execute an assignment or pledge of any Lease other than in favor of Mortgagee, (b) execute or permit to exist any Lease of any of the Mortgaged Property other than a Lease of all or a portion of the Mortgaged Property existing on the date hereof or a commercially reasonable Lease subsequently entered into in the ordinary course of Mortgagor's business in a manner and to an extent consistent with past practice and/or necessary or desirable for the prudent operation of its business, (c) mortgage, pledge, assign, hypothecate, or otherwise encumber or transfer any Lease or any interest in any Lease, or (d) amend or modify any Lease or any interest in any Lease except in the ordinary course of Mortgagor's business in a manner and to an extent consistent with past practice and/or necessary or desirable for the prudent operation of its business as long as such action is commercially reasonable and will not result in a Material Adverse Effect.

11. Repair. Mortgagor shall keep the Mortgaged Property in good order and condition (reasonable wear and tear excepted), and shall make all repairs, replacements and improvements thereof and thereto which are necessary to keep the same in such order and condition. Mortgagor shall use reasonable efforts to prevent any act or occurrence which might impair the value or usefulness of the Mortgaged Property for its intended usage.

12. Further Assurances. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees promptly upon demand of Mortgagee to do any act or execute and deliver, record and/or file any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of (i) each Lease in recordable form and (ii) any other agreement to which Mortgagor is a party) as may be reasonably required by Mortgagee to confirm the Lien of this Mortgage and all other

rights or benefits conferred on Mortgagee by this Mortgage, the Credit Agreement and/or any Loan Document.

13. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor hereunder, after the applicable notice and within the applicable grace period, if any, provided for in the Credit Agreement, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost

thereof, with interest at the Default Rate, shall within three (3) Business Days of written demand be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the Lien of this Mortgage. No payment or advance of money by Mortgagee under this Section 13 shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

14. Events of Default. Each of (i) the occurrence of an Event of Default under the Credit Agreement or any Loan Document by Mortgagor or Borrower, (ii) the failure of Mortgagor to perform or observe any of the obligations in Section 5, Section 6, Section 7 or Section 8 hereof, (iii) any representation or warranty made by Mortgagor under this Mortgage being untrue in any material respect when made, or (iv) the failure by Mortgagor to duly perform and observe any other provision in this Mortgage and the continuation of such failure for a period of thirty (30) days after notice from Mortgagee, shall constitute an "Event of Default" hereunder.

15. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action on the Credit Agreement, the Subsidiary Guaranty or any other Loan Document, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale to the extent permitted by applicable law), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Loan Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment; and

(ii) To the extent permitted under applicable law, Mortgagee may personally, or by its agents, attorneys and employees, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations,

enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time), and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation other than limitations under applicable law, (A) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (B) to enforce, cancel or modify any Lease or other agreement to which Mortgagor is a party, and (C) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(b) In case of a foreclosure sale, the Mortgaged Property may be sold, at Mortgagee's election, in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Mortgaged Property received by the Mortgagee shall be held by the Mortgagee for the benefit of the Lenders as collateral security for the Obligations (whether matured or unmatured), and shall be applied in payment of the Obligations in accordance with the terms and provisions of the Credit Agreement.

16. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale of all or any portion of the Mortgaged Property made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums that Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Credit Agreement, each Guaranty and any documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

17. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and subsequent to five (5) Business Days' written notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property, or any other collateral or the interest of Mortgagor therein as security for the Obligations, shall have the right unless restricted by applicable law to apply to any court having jurisdiction to appoint a receiver or receivers or other

manager of the Mortgaged Property, without requiring the posting of a surety bond except as required by applicable law, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Mortgagor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

18. Extension, Release, etc. (a) Without affecting the Lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, subject to the terms of the Credit Agreement, agree to (i) release any Loan Party liable for the indebtedness borrowed or guaranteed under the Credit Agreement or any Loan Document, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Credit Agreement or any Loan Document or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) Unless such action results in payment and performance in full of the Obligations secured by this Mortgage, no recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(c) If Mortgagee shall have the right to foreclose this Mortgage or to direct a power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this Mortgage (or direct the sale of the Mortgaged Property, as the case may be). The failure to make any Tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such Tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such Tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

(d) Unless expressly provided otherwise herein, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same Person, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

19. Security Agreement under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code (the "Code") of the State of New Jersey with respect to personal property and/or fixtures included in the Mortgaged Property. If an Event of Default shall occur and be continuing under this Mortgage, then, in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) to the extent permitted under applicable law, treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten (10) Business Days' written notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property (if applicable) and make it available to Mortgagee at a reasonable location, as designated by Mortgagee.

(b) A portion of the Mortgaged Property is or is to become fixtures upon the Real Estate. The filing of this Mortgage in the real estate records of the county where the Real Estate is located shall also operate from the time of filing as a "fixture filing" within the meaning of Section NJSA 12A:9-502(a) of the UCC with respect to all portions of the Mortgaged Property that are or are to become fixtures related to the Real Estate. For such purpose, Mortgagor is the record owner of the Real Estate, Mortgagee is the secured party and Mortgagor is the debtor, their respective addresses are set forth in the preamble to this Mortgage, and Mortgagor's organizational number is [ ].

20. Intentionally Omitted.

21. Absolute Assignment of Leases and Rents.

(a) Absolute Assignment. Mortgagor hereby absolutely and unconditionally grants, transfers, conveys, sells, sets over and assigns to Mortgagee all of Mortgagor's right, title and interest now existing and hereafter arising in and to the Leases, now existing and hereafter arising which affect the Mortgaged Property, Mortgagor's interest therein or any improvements located thereon, together with any and all rights thereunder, and hereby gives to and confers upon Mortgagee the right to collect all Rents and all other Lessor Rights. This Mortgage is intended by Mortgagee and Mortgagor to create and shall be construed to create an absolute assignment to Mortgagee of all of Mortgagor's right, title and interest in and to the Leases and Rents and shall not be deemed merely to create a security interest therein for the payment of any indebtedness or the performance of any obligations under the Loan Documents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney at the option of Mortgagee at any time to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, either in the name of Mortgagor or in the name of Mortgagee, for all such Rents and apply the same to the Obligations, and to exercise all other Lessor Rights.

(b) Revocable License to Collect. Notwithstanding the foregoing assignment of Rents, so long as no Event of Default remains uncured, Mortgagor shall have a revocable license to collect all Rents, and to retain any portion thereof not required to pay the expenses of the Mortgaged Property or the obligations secured thereby. Upon the occurrence and continuation of any Event of Default, Mortgagor's license to collect and retain Rents shall terminate automatically and without the necessity for any notice.

(c) Representations and Warranties. Mortgagor represents and warrants to Mortgagee that:

(i) **Title.** By execution and delivery of this Mortgage, Mortgagor has assigned, sold, transferred, granted and conveyed to Mortgagee good and marketable title to the Assigned Property, free and clear of any lien (except for Permitted Encumbrances), assignment, option or other charge or encumbrance, prior to and enforceable against Mortgagor, all creditors of and purchasers from Mortgagor, and other Persons whomsoever. All recordings and other actions necessary or desirable to ensure the validity, enforceability or priority of, or otherwise protect, the ownership interest of

Mortgagor in the Assigned Property have been duly made and validly taken. Mortgagor has not assigned, transferred, mortgaged, pledged or otherwise encumbered any of its right, title and interest in, to and under the Leases and the Rents (except to lenders who have been paid in full and have released, reconveyed and satisfied all such assignments, transfers or pledges of the Leases and Rents to Mortgagor and all right, title or interest (security or otherwise) in and to the Leases and Rents) or any other Assigned Property and no part thereof is subject to any lien or other encumbrance, except in favor of Mortgagee.

(ii) **Governmental Approvals and Filings.** No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority (as defined in the Credit Agreement) will be necessary (a) for the assignment, sale, transfer, grant and conveyance by Mortgagor to Mortgagee of the Assigned Property pursuant to this Mortgage or for the execution, delivery or performance of this Mortgage by Mortgagor, (b) to ensure the validity, enforceability or priority (as against Mortgagor, all creditors of and purchasers from Mortgagor and all other Persons whomsoever) of the ownership interest of Mortgagee in the Assigned Property, or (c) for the exercise by Mortgagee of any of its rights or remedies hereunder, except for the recording of this Mortgage in the applicable recording office.

(iii) **Existing Leases.** A true and correct schedule describing each Lease existing on the date hereof, as amended, supplemented or otherwise modified to the date hereof, has been furnished to Mortgagee. Each such Lease has been duly authorized, executed and delivered by each party thereto, is in full force and effect, and is the legal, valid and binding obligation of each party thereto, enforceable against each such party in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium or other laws affecting creditors' rights generally and subject to principles of equity. No default exists by Mortgagor or, to Mortgagor's knowledge, any Tenant under any of the Leases, and no Rents have been received by Mortgagor more than one (1) month in advance of the time when the same became due under the terms of the Leases. To Mortgagor's knowledge, no such Lease is subject to any offsets, counterclaims or defenses by any party thereto (other than Mortgagor).

(iv) Mortgagor has not affirmatively done any act that would prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of the foregoing assignment.

(v) Except for any matter disclosed in the Credit Agreement, no action has been brought or, so far as is known to Mortgagor, is threatened, which would interfere in any way with the right of Mortgagor to execute the foregoing assignment and perform all of Mortgagor's obligations contained in this Section 21 or in the Leases.

(d) Covenants of Mortgagor.

(i) **Books and Records; Inspection.** Mortgagor shall (a) keep complete and accurate books and records concerning the Leases and the Rents and any other Assigned Property and, at the request of Mortgagee from time to time upon reasonable advance notice, permit Mortgagee or its representatives to inspect and copy such books and records, (b) at the request of Mortgagee from time to time upon reasonable advance notice, permit Mortgagee or its representatives to inspect any Assigned Property not in the possession of Mortgagee, and (c) furnish to Mortgagee such information and reports in connection with the Assigned Property at such times and in such form as Mortgagee may reasonably request. Mortgagee shall have the right to verify the Assigned Property from time to time, and Mortgagor shall cooperate with Mortgagee in such verification.

(ii) **Transfers and Liens; Etc.** Except as permitted under the Credit Agreement, Mortgagor shall not assign, transfer, mortgage, pledge or otherwise encumber, or create or permit to exist any lien or other encumbrance on or in, any of the Assigned Property (voluntarily or involuntarily, by operation of law or otherwise), except in favor of Mortgagee.

(iii) **Covenants Relating to the Leases.**

1. Performance; Etc. Section 6.16 of the Credit Agreement is hereby incorporated by reference as if fully set forth herein. Mortgagor, as a Loan Party to the Credit Agreement, shall comply with the terms of the Leases in accordance with Section 6.16 of the Credit Agreement.

2. Notices; Demands. Mortgagor shall (i) promptly give Mortgagee copies of any notices of default given or received by Mortgagor under the Operating Lease or any of the other Leases, (ii) if requested by Mortgagee, from time to time use commercially reasonable efforts to cause the Operating Lease Tenant and the Tenants under any other Lease to execute and deliver to Mortgagee within 5 days after notice if delivered by hand, overnight courier or facsimile, and within 20 days after notice if delivered by mail, such certificate or certificates as to the status of such Leases, the minimum Rent, additional Rent and other charges payable thereunder, and the Tenant's and Mortgagor's compliance with the terms thereof as shall be in form and substance satisfactory to Mortgagee or in the form required by an existing Lease (it being understood that for any Lease entered into following the Effective Date, Mortgagor shall include in each Lease a clause obligating Tenant to execute and deliver such certificate or certificates to Mortgagor and its mortgagees as often as may be requested), and (iii) from time to time upon the request of Mortgagee make such other demands and requests for

information and reports or for action by the Tenants under the Leases as Mortgagor is entitled to make under or in connection with the Leases.

3. New Leases; Amendments; Etc. Except as otherwise permitted by the Credit Agreement, Mortgagor shall not (i) enter into any Lease without first obtaining Mortgagee's written approval of such Lease, the terms and conditions thereof and the Tenant thereunder (except that Mortgagor may enter into the Operating Lease and other Leases, as permitted by the terms of the Credit Agreement without Mortgagor's prior written consent), (ii) amend or modify any of the terms of any Lease except in the ordinary course of business, (iii) consent to, permit or accept any payment or prepayment of Rents payable under any Lease earlier than one (1) month in advance of its due date, (iv) terminate any Lease or consent to the cancellation or surrender of thereof except in the ordinary course of business, (v) give or join in any material waiver, consent or approval with respect to any Lease, (g) settle or compromise any claim against any Tenant arising out of or in respect of any Lease, (h) waive any default under or breach of any Lease, or (vi) take any other action in connection with any Lease which would materially impair the value of the rights or interests of Mortgagor or Mortgagee thereunder or therein. The requirement for approval of Leases (or of any other documents or matters) by Mortgagee, pursuant to this Mortgage or any other Loan Document, shall be for Mortgagee's protection only and shall not be considered an assumption by Mortgagee of any responsibility to Mortgagor or any other person with respect to the adequacy, sufficiency, advisability or terms of any of the Leases (or of any of such other documents or matters), and no

approvals by Mortgagee of Leases (or such other documents or matters) and no waiver by Mortgagee of, or consent or approval by Mortgagee with respect to, any covenant of Mortgagor contained herein or in any other Loan Document shall give rise to any liability by Mortgagee to Mortgagor or any other person.

(iv) **Right of Mortgagee to Direct Payment of Rents.** The assignment set forth above includes the full and complete assignment by Mortgagor to Mortgagee of all right, power and privilege of Mortgagor to direct the party to whom Rents are to be paid. Such assignment of the right to direct payment of Rents is unconditional and unrestricted and may be exercised by Mortgagee at any time, after the occurrence and during the continuance of any Event of Default. The Tenants shall be, and hereby are, irrevocably authorized to rely upon and act in accordance with (and shall be fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee or its nominee of any Rents which may then be or thereafter become due under the Leases, and shall have no duty to inquire whether any such notice or demand by Mortgagee conflicts with any provision of this Mortgage. By its acceptance hereof, Mortgagee covenants with Mortgagor that Mortgagee will not direct Tenants to pay Rents to any party other than Mortgagor unless and until an Event of Default has occurred and is then continuing. The assignment of the right to direct payment of Rents referred to in this Section 21 is not in any way conditioned on or subject to the foregoing covenant. Any direction by Mortgagee for the payment of Rents shall be valid and enforceable against Mortgagor, Mortgagor hereby waiving any right to seek specific performance of such covenant.

(e) Rights and Remedies of Mortgagee.

(i) **Right of Mortgagee To Cure Mortgagor Defaults.** If Mortgagor shall fail to pay, perform or observe any of its covenants or agreements hereunder, Mortgagee

may (but shall not be obligated to) pay, perform or observe the same and collect the cost thereof from Mortgagor, all as more fully provided in Section 13 of this Mortgage.

(ii) **Mortgagee Not Liable; Indemnification.** Anything contained herein or in any of the Leases to the contrary notwithstanding, (a) Mortgagor shall at all times remain solely liable under the Leases to perform all of the obligations of Mortgagor thereunder to the same extent as if this Mortgage had not been executed, (b) neither this Mortgage nor any action or inaction on the part of Mortgagor or Mortgagee shall release Mortgagor from any of its obligations under the Leases or constitute an assumption of any such obligations by Mortgagee and (c) Mortgagee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Mortgage, nor shall Mortgagee be required or obligated in any manner to make any payment or perform any other obligation of Mortgagor under or pursuant to the Leases, or to make any inquiry as to the nature or sufficiency of any payment received by Mortgagee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Mortgagee or to which it may be entitled at any time or times. Mortgagor shall and does hereby agree to indemnify Mortgagee and hold it harmless from and against any and all liability, loss or damage which it may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against it, in connection with or with respect to the Leases or this Mortgage, whether by reason of any alleged obligation or undertaking on its part to perform or discharge any of the covenants or agreements contained in the Leases or otherwise; provided, however, that the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Mortgagee. Should Mortgagee incur any such liability, loss or damage in connection with or with respect to the Leases or this Mortgage, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be paid by Mortgagor to Mortgagee immediately upon demand, together with interest thereon at the Default Rate (as defined in the Note) until paid.

(iii) **Default.** If an Event of Default shall occur and is then continuing, Mortgagee may, to the extent permitted under applicable law, without notice and irrespective of whether or not the Obligations shall then be due and payable, and without regard to the adequacy of the security for the Obligations, (a) enter and take possession of the Mortgaged Property or any part thereof, and upon such entry, manage, lease and operate the same on such terms and for such period of time as Mortgagee may deem proper, and (b) whether or not Mortgagee has so entered and taken possession of the Mortgaged Property or any part thereof, perform any of the obligations and exercise any of the rights, powers, privileges and remedies of Mortgagor, and do any and all acts, matters and other things that Mortgagor is entitled to do, under or with respect to the Leases, including without limitation making, enforcing, modifying, terminating or accepting surrenders of Leases, obtaining or evicting Tenants, setting or modifying Rents, directing the Tenants to make payments of Rents directly to Mortgagee or its nominee and collecting and receiving Rents. Mortgagee shall apply any Rents received by it, first to the payment of all expenses which Mortgagee may be authorized to incur under the provisions of this Mortgage or the Mortgage (including, without limitation, the cost of all repairs, replacements, alterations, additions or improvements to the Mortgaged Property and all expenses incident to entering and taking possession of the Mortgaged Property and managing, leasing and operating the same), and then to the payment of the Obligations. The Tenants shall be, and hereby are, irrevocably authorized to rely upon and act in accordance with (and shall be fully

protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee or its nominee of any Rents which may then be or thereafter become due under the Leases, or for the performance of any of the Tenants' obligations under the Leases, and shall have no duty to inquire whether any such notice or demand by Mortgagee conflicts with any provision of this Mortgage.

(iv) **Mortgage Foreclosure.** Upon foreclosure of the lien of this Mortgage, or delivery of a deed in lieu of foreclosure, all right, title and interest of Mortgagor in, to and under the Leases shall thereupon vest in and become the absolute property of the purchaser of the Mortgaged Property in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Mortgagor. Nevertheless, Mortgagor shall execute, acknowledge and deliver from time to time such further instruments and assurances as Mortgagee may require in connection therewith and hereby irrevocably appoints Mortgagee the attorney-in-fact of Mortgagor in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Mortgagee may deem necessary or desirable, and Mortgagee may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

(v) **Collection and Application of Rents by Mortgagee**. While any Event of Default remains uncured: (i) Mortgagee may at any time, without notice, in person, by agent or by court-appointed receiver, and without regard to the adequacy of any security for the Obligations, enter upon any portion of the Mortgaged Property and/or, with or without taking possession thereof, in its own name sue for or otherwise collect Rents (including past due amounts); and (ii) without demand by Mortgagee therefor, Mortgagor shall promptly deliver to Mortgagee all prepaid rents, deposits relating to Leases or Rents, and all other Rents then held by or thereafter collected by Mortgagor whether prior to or during the continuance of any Event of Default.

Any Rents collected by or delivered to Mortgagee may be applied by Mortgagee against the Obligations, less all expenses, including attorneys' fees and disbursements, in such order as Mortgagee shall determine in its sole and absolute discretion. No application of Rents against any Obligation or other action taken by Mortgagee under this Section 21 shall be deemed or construed to cure or waive any Event of Default, or to invalidate any other action taken in response to such Event of Default, or to make Mortgagee a mortgagee-in-possession of the Mortgaged Property.

22. Additional Rights. The holder of any subordinate lien or subordinate mortgage or deed of trust on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage, nor shall Mortgagor consent to any holder of any subordinate lien or subordinate mortgage or deed of trust joining any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage, all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may, in its sole discretion and without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the Obligations. Any such application shall not be construed

to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

23. Mortgagor's Indemnities. Mortgagor agrees to protect, indemnify and hold harmless Mortgagee and each of the Indemnitees from and against any and all losses which Mortgagee or any of such Indemnitees may incur under or by reason of the assignment of Leases and Rents, or for any action taken by Mortgagee or any Lender or the Indemnitees hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Mortgagee or any of the Indemnitees arising out of the Leases, including, without limitation, any claim by any third Person for credit on account of Rents paid to and received by Mortgagor, but not delivered to Mortgagee or its authorized agents or representatives or employees, for any period under any Lease more than one (1) month in advance of the due date thereof; provided, however, that the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Mortgagee or any Indemnitee. In the event that Mortgagee or any Lenders or any of the Indemnitees incurs any losses covered by the indemnity set forth in this Section 23 or Section 10.04 of the Credit Agreement, the amount thereof, including reasonable attorneys' fees, with interest thereon at the Default Rate, shall be payable by Mortgagor to Mortgagee within ten (10) days after demand therefor, and shall be secured hereby and by all other security for the payment and performance of the Obligations, including, without limitation, the Lien and security interest of this Mortgage. The liabilities of Mortgagor as set forth in this Section 23 shall survive the termination of this Mortgage and the repayment of the Obligations.

24. No Liability of Mortgagee. Neither the acceptance nor the exercise of the rights and remedies hereunder nor any other action on the part of Mortgagee or any Person authorized by Mortgagee to exercise Mortgagee's rights hereunder shall be construed to (a) be an assumption by Mortgagee or any such Person or to otherwise make Mortgagee or such Person liable or responsible for the performance of any of the obligations of Mortgagor under or with respect to the Leases or the Mortgaged Property, or for any Rent, security deposit or other amount delivered to Mortgagor, provided that Mortgagee or any such Person exercising the rights of Mortgagee shall be accountable for any Rents, security deposits or other amounts actually received by Mortgagee or such Person, as the case may be; or (b) obligate Mortgagee or any such Person to take any action under or with respect to the Leases or with respect to the Mortgaged Property, to incur any expense or perform or discharge any duty or obligation under or with respect to the Leases or with respect to the Mortgaged Property, to appear in or defend any action or proceeding relating to the Leases or the Mortgaged Property, to constitute Mortgagee as a mortgagee-in-possession (unless Mortgagee actually enters and takes possession of the Mortgaged Property), or to be liable in any way for any injury or damage to Persons or property sustained by any Person in or about the Mortgaged Property, other than to the extent caused by the willful misconduct or gross negligence of Mortgagee or any Person authorized by Mortgagee to exercise the rights of Mortgagee hereunder.

25. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of Section 10.02 of the Credit Agreement to Mortgagor and to Mortgagee as specified therein.

26. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 10.01 of the Credit

Agreement. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

27. Partial Invalidity; Usury Savings Clause. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included herein. Notwithstanding to the contrary anything contained in this Mortgage or in any provisions of any Loan Document, the obligations of Mortgagor and of any other obligor under the Credit Agreement or any Loan Document shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by applicable law to be charged by Mortgagee.

28. Mortgagor's Waiver of Rights

(a) Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property during the continuance of an Event of Default hereunder and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all Persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every Person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other Persons are and shall be deemed to be hereby waived to the fullest extent now or hereafter permitted by applicable law. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to the Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws exists or had been made or enacted.

(b) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting the Obligations, and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Mortgagor may do so under applicable law, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all Persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature (except as expressly provided in the Credit Agreement) or declare due the

whole of the secured indebtedness and marshaling in the event of exercise by Mortgagee of the foreclosure rights, power of sale, or other rights hereby created.

29. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement to which Mortgagor or Borrower is a party or any applicable laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement shall prejudice or in any manner affect Mortgagee's rights to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any Loan Document to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee-in-possession" (unless Mortgagee actually enters and takes possession of the Mortgaged Property), and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies other than to the extent caused by the willful misconduct or gross negligence of the Mortgagee or any Person authorized by Mortgagee to exercise the rights of Mortgagee hereunder.

30. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly), for the Obligations upon other property in the state in which the Mortgaged Property is located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) of this Section 30 shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Mortgagee to extend the indebtedness borrowed pursuant to or guaranteed by any Loan Document, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the

Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage, nor the exercise of any other rights hereunder or the recovery of any judgment by Mortgagee in any such proceedings or the occurrence of any sale in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

31. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee, as agent for the Lenders, and the Lenders, and no other Person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrances and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

32. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for

the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien, mortgage or deed of trust. Mortgagee may, in Mortgagee's sole and reasonable discretion, (i) in the case of a Default, determine whether such Default has been cured, and (ii) in the case of an Event of Default, by Mortgagor or Borrower, accept or reject any proposed cure of an Event of Default. Unless and until Mortgagee accepts any proposed cure of an Event of Default, such Event of Default shall be deemed to be continuing for purposes of this Mortgage, the Credit Agreement and each Loan Document to which Mortgagor or Borrower is a party.

33. Governing Law, etc. The provisions of this Mortgage regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Mortgage shall be governed by the laws of the State of New York, without regard to conflicts of laws principles.

34. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein", the word "Mortgagee" shall mean "Mortgagee or any successor agent for the Lenders", and the words "Mortgaged Property" shall include all or any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

35. Certain Matters Relating to Mortgaged PropertyNotwithstanding anything contained herein to the contrary:

(a) Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 35 and the terms and conditions of this Mortgage, the terms and conditions of this Section 35 shall control and be binding.

(b) Interest After Default. If any payment due hereunder or pursuant to the Credit Agreement or any Loan Document by Mortgagor or Borrower is not paid when due, either at stated or accelerated maturity or pursuant to any of the terms hereof, then, and in such event, Mortgagor shall pay interest thereon from and after the date on which such payment first becomes due at the interest rate provided for in the Credit Agreement and such interest shall be due and payable, on demand, at such rate until the entire amount due is paid to Mortgagee, whether or not any action shall have been taken or proceeding commenced to recover the same or to foreclose this Mortgage. Nothing in this Section 35 or in any other provision of this Mortgage shall constitute an extension of the time of payment of the Loan. After entry of a judgment on the Credit Agreement or any other Loan Document or a judgment in mortgage foreclosure hereunder, interest shall continue to accrue under this Mortgage at the rates set forth in the Credit Agreement. This Mortgage shall not, solely for purposes of determining interest payable under the Credit Agreement, merge with any judgment on the Credit Agreement or any other Loan Document or a judgment in mortgage foreclosure under this Mortgage.

(c) Additional Advances and Disbursements; Costs of Enforcement. If any Event of Default exists, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 35(c), Section 13 or otherwise under this Mortgage, the Credit Agreement or any other Loan Document or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(d) Acceleration Remedy. Subject to the notice and cure requirements of this Mortgage and the Credit Agreement, upon Mortgagor's breach of any covenant or agreement contained herein, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, Mortgagee, in its sole judgment and discretion, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies.

(e) Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Mortgagor to acquire title to the Mortgaged Property, this Mortgage is hereby declared to be a purchase-money mortgage.

(f) Release or Reconveyance. Upon payment in full of the Obligations in accordance with the Credit Agreement and performance in full of Mortgagor's obligations under this Mortgage, the Credit Agreement and the other Loan Documents, Mortgagee, at Mortgagor's request and sole expense, shall promptly fully release the liens created by this Mortgage (including the execution of and delivery to Mortgagor of a reasonable release and satisfaction of this Mortgage) or reconvey the Mortgaged Property to Mortgagor.

36. Release. If the Mortgaged Property shall be sold, transferred or otherwise disposed of by Mortgagor in a transaction permitted by, and in accordance with, the Credit Agreement, then the Mortgagee, at the request and sole expense of Mortgagor, shall execute and deliver to Mortgagor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Mortgaged Property. Mortgagor shall deliver to Mortgagee, at least five (5) Business Days prior to the date of the proposed release, a written request for release identifying the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Mortgagor stating that such transaction is in compliance with, and permitted by, the Credit Agreement and each Loan Document.

37. Inconsistency with Credit Agreement. To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage such that the terms and provisions of this Mortgage shall supplement, rather than conflict with, the terms and provisions of the Credit Agreement; provided, however, that, notwithstanding the foregoing, in the event any of the terms or provisions of this

Mortgage conflict with any of the terms or provisions of the Credit Agreement, such that it is impractical for such terms or provisions to coexist, the terms or provisions of the Credit Agreement shall

govern and control for all purposes; and, provided further, that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of a secured party, but which are not addressed in the Credit Agreement, shall not be deemed to be a conflict with the Credit Agreement, and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

38. Loan and Credit Agreements. Mortgagor is a party to and/or is fully familiar with the terms and provisions of the Credit Agreement and each Loan Document to which Mortgagor or Borrower is a party. All representations and warranties made by Borrower in the Credit Agreement and/or in any other Loan Document are incorporated herein by reference and are hereby made by Mortgagor as to itself and the Mortgaged Property as though such representations and warranties were set forth at length herein as the representations and warranties of Mortgagor. In addition, Mortgagor hereby makes the following property-specific representations:

(a) Zoning, Building and Land Use Requirements. Except as disclosed to Mortgagee in writing, to the knowledge of Mortgagor, the Premises complies with all material requirements of all applicable laws and ordinances with respect to zoning, subdivision, construction, building and land use, including, without limitation, requirements with respect to parking, access and certificates of occupancy (and similar certificates or permits). Except as disclosed to Mortgagee in writing, Mortgagor has not received any notice of, or other communication with respect to, an alleged violation with respect to any of the foregoing. To the knowledge of Mortgagor, except as otherwise disclosed on that certain survey delivered to Mortgagee in connection with this Mortgage or the Original Mortgage, (i) all of the Improvements lie wholly within the boundaries and building restriction lines of the Land, and (ii) no improvements on adjoining properties encroach upon the Land, and no easements or other encumbrances upon the Land encroach upon or under any of the Improvements or any portion of the Mortgaged Property.

(b) Flood Zone. Except as disclosed to Mortgagee in writing, to the knowledge of Mortgagor, the Improvements are not located in an area identified by the Federal Emergency Management Agency as having special flood hazards.

(c) Power to Create Lien and Security. Mortgagor has full limited liability company or other organizational power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a first-priority Lien and security interest in all of the Mortgaged Property in the manner and form herein provided and without obtaining the authorization, approval, consent or waiver of any Person.

39. No Merger of Estates. So long as any part of the Obligations remain unpaid, unperformed or undercharged, the fee, easement and leasehold estates to the Mortgaged Property shall not merge, but rather shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee, any third-party purchaser or otherwise.

40. No Partnership. Nothing contained in this Mortgage is intended to, or shall be construed to, create to any extent and in any manner whatsoever any partnership, joint venture, or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal

with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

41. Headings. The Section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Sections.

42. Defense of Claims. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Mortgaged Property or Mortgagee's Lien on or security interest in the Mortgaged Property, or any part thereof, and shall take all such action, employing attorneys reasonably satisfactory to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the sole judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Mortgaged Property, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. All costs, expenses and attorneys' fees incurred by Mortgagee (or its agents) pursuant to this Section 42 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Mortgaged Property or the transactions contemplated in this Mortgage shall be paid by Mortgagor upon written demand, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee at the Default Rate.

43. Exculpation Provisions. MORTGAGOR SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE RESULT IN THE ASSUMPTION BY MORTGAGOR AND/OR BORROWER OF THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION. MORTGAGOR AGREES AND COVENANTS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT IT HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

44. Counterparts; Definitions. This Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one single instrument. Terms used but not defined herein shall have the definition ascribed to such terms in the Credit Agreement.

45. Termination. Upon the payment and performance in full of the Obligations, this Mortgage and the estate hereby granted shall cease and become void. Notwithstanding the foregoing, Mortgagee agrees that it shall, at the request and sole expense of such Mortgagor, execute and deliver to Mortgagor a recordable release and satisfaction of this Mortgage.

46. New Jersey Provisions. To the extent of any conflict between the provisions of this Section 46 and any of the other provisions of this Mortgage, the provisions of this Section 46 shall control.

(a) Mortgagor and Mortgagee acknowledge and agree that, under New Jersey law, foreclosure on New Jersey real property interests may occur only through judicial foreclosure. Therefore, the provisions in this Mortgage relating to rights and remedies shall apply to the New Jersey real property interests only to the extent permitted by New Jersey law.

(b) The term "ISRA" as used herein means the Industrial Site Recovery Act of the State of New Jersey, N.J.S.A. 13:1K-6 et. seq. and the regulations promulgated thereunder, together with any amendments thereto and/or substitutions thereof.

If Mortgagor's operations at the Mortgaged Property, or the operations of any assignee, subtenant or occupant of the Mortgaged Property, now or hereafter constitute an "Industrial Establishment" (as defined under ISRA) then Mortgagor agrees to comply, at its sole cost and expense, with all applicable requirements of ISRA (including, but not limited to, performing site investigations and performing any removal and remediation required) to the satisfaction of the governmental entity, department or agency having jurisdiction over such matters, in connection with (i) the occupancy or operation of the Mortgaged Property, (ii) any lease or sublease of the Mortgaged Property, (iii) any closure, transfer or consolidation of the operations conducted at the Mortgaged Property, (iv) any change in the ownership or control of Mortgagor, or (v) any other act, failure to act or omission that triggers any obligation of Mortgagor under ISRA. Mortgagor shall provide to Mortgagee, within ten (10) days after request by Mortgagee, any and all affidavits, certifications or other information reasonably requested by Mortgagee in connection with any compliance with ISRA and Mortgagor agrees to reasonably cooperate with Mortgagee in connection with such compliance. Nothing contained in this Section 46(b) shall be construed to require Mortgagee to comply with ISRA or any other Environmental Law.

(c) Mortgagor acknowledges and agrees that the rate of interest required to be paid with respect to any sums due and owing hereunder after a default hereunder may be higher than the rate of interest provided by Rule 4:42-11 of the New Jersey Court Rules after judgment is entered. Mortgagor acknowledges and attests that the default rate of interest required hereunder is the result of informed negotiation and it will be fair and equitable to award interest at the rate required hereunder after default rather than the rate provided under Rule 4:42-11, in the event the rate hereunder is higher than the rate provided pursuant to Rule 4:42-11.

(d) In the event of the passage of any law of any governmental authority deducting from the value of the Premises for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured thereby for federal, state or local purposes, or the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on mortgages or debts secured thereby that is payable in respect of this Mortgage by Mortgagee, the holder of this Mortgage shall have the right to declare the Obligations due on a date to be specified by not less than ninety (90) days' written notice to be given to Mortgagor unless within such ninety (90) day period Mortgagor shall assume as an Obligation hereunder the payment of any such tax so imposed on this Mortgage until full payment of the Obligations and such assumption shall be permitted by law. Mortgagor shall not

claim, demand or be entitled to receive any credit or credits toward the satisfaction of this Mortgage or on any interest payable thereon for any taxes assessed against the Mortgaged Property or any part thereof, and shall not claim any deduction from the taxable value of the Mortgaged Property by reason of this Mortgage.

(e) The maximum principal amount secured by this Mortgage shall not exceed $324,000,000.

(f) Pursuant to N.J.S.A. 46:9-8.1, this Mortgage is subject to modification. To the extent permitted by law, this Mortgage secures all modifications from the date upon which this Mortgage was originally recorded, including future loans and other extensions of credit and changes in the interest rate, due date, amount or other terms and conditions of any obligations. This Mortgage may be modified from time to time without adversely affecting the priority of the lien created hereby.

47. WAIVER OF JURY TRIAL. IN ACCORDANCE WITH SECTION 10.15 OF THE CREDIT AGREEMENT, MORTGAGOR, AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE AND EACH LENDER HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). MORTGAGOR, AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE AND EACH LENDER (A) CERTIFY 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) ACKNOWLEDGE THAT MORTGAGOR, MORTGAGEE AND EACH LENDER HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor and Mortgagee on the respective dates of the acknowledgements below and is intended to be effective as of the Effective Date.

MORTGAGOR:

[MORTGAGOR],

a [ ] limited liability company

By: LGP Realty Holdings GP LLC, its Manager

By: _____
Name:
Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF) ss.:

I certify that on this day of , 2012, , the of LGP Realty Holdings GP LLC ("LGP"), the Manager of [MORTGAGOR], a [ ] limited liability company ("Mortgagor"), personally appeared before me, who I am satisfied to be the person who signed the foregoing instrument, and acknowledged that he/she was authorized to execute the same as the act of LGP as Manager of Mortgagor.

_____
Name:
Title: Notary Public

My commission expires: _____

MORTGAGEE:

KEYBANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) ss.:

I certify that on this day of , 2012, , the of KeyBank National Association, a national banking association ("Mortgagee"), personally appeared before me, who I am satisfied to be the person who signed the foregoing instrument, and acknowledged that he/she was authorized to execute the same as the of Mortgagee.

_____
Name:
Title: Notary Public

My commission expires: _____

Schedule A

Description of the Land

EXHIBIT G-2

**MORTGAGE, SECURITY AGREEMENT,
ABSOLUTE ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

Maximum Principal Amount Not to Exceed **$324,000,000**

made by

[MORTGAGOR]
(Mortgagor)

in favor of

KEYBANK NATIONAL ASSOCIATION
AS COLLATERAL AGENT
(Mortgagee)

Effective as of , 2012

Mortgaged Property Location:

[ADDRESS]

[COUNTY] COUNTY, NEW JERSEY

NOTE TO COUNTY RECORDER:

THIS MORTGAGE IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS AS A FIXTURE FILING IN ACCORDANCE WITH THE NEW JERSEY UNIFORM COMMERCIAL CODE. THE NAMES OF THE DEBTOR AND THE SECURED PARTY, THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, THE MAILING ADDRESS OF THE DEBTOR AND A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL, ARE AS DESCRIBED IN THE PREAMBLE OF THIS MORTGAGE ON PAGE 1.

MORTGAGE, SECURITY AGREEMENT,
ABSOLUTE ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

Maximum Principal Amount Not to Exceed $324,000,000

THIS MORTGAGE, SECURITY AGREEMENT, ABSOLUTE ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING, executed on the acknowledgment date of the signature hereto and effective as of , 2012 (the "Effective Date"), is made by [MORTGAGOR], a [ ] limited liability company ("Mortgagor"), whose mailing address is 702 W. Hamilton St., Suite 203, Allentown, Pennsylvania 18101, to KEYBANK NATIONAL ASSOCIATION, a national banking association, as Collateral Agent for the Lenders from time to time party to the Credit Agreement (as each such term is defined in the Credit Agreement, which is hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, "Mortgagee"), whose address is 127 Public Square, Cleveland, Ohio 44114. Any and all references herein to this "Mortgage" shall mean this Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this Mortgage, Security Agreement, Absolute Assignment of Leases and Rents and Fixture Filing.

Background

A. Lehigh Gas Partners LP, a Delaware limited partnership, as Borrower (as defined in the Credit Agreement), the Lenders (as defined in the Credit Agreement), Mortgagee, and the other parties thereto, are parties to that certain Second Amended and Restated Credit Agreement, effective as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). The terms of the Subsidiary Guaranty (as hereinafter defined) are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Lenders have severally agreed to make certain senior secured credit facilities available to the Borrower in the aggregate original principal amount of $249,000,000 through (i) a $249,000,000 three year senior secured revolving credit facility, with an option to increase this senior secured revolving credit facility by up to an additional $75,000,000 (the "Revolver"), (ii) certain letters of credit (the "L/C"), and (iii) certain swingline loans (each a "Swingline Loan", and together with the L/C and the Revolver, collectively, the "Loan"), upon the terms and subject to the conditions set forth in the Credit Agreement.

C. Mortgagor and the Borrower are affiliates, and Mortgagor will derive substantial direct and indirect benefit from the Loan.

D. To secure the obligations to repay the Loan, Mortgagor has executed and delivered that certain Second Amended and Restated Guaranty, effective as of the Effective Date, in favor of Mortgagee (as amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty"), pursuant to which Mortgagor and certain other

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affiliates of Borrower have guaranteed the payment and performance of Borrower's obligations under the Credit Agreement and other Loan Documents.

E. Mortgagor is a Loan Party and a Guarantor under the Subsidiary Guaranty and is fully familiar with the terms and provisions of each Loan Document.

F. Mortgagor is the owner of the fee simple estate in the parcel(s) of real property described on Schedule A attached hereto and made a part hereof (the "Land"), and all of the Improvements (as defined below) (the Land and the Improvements being collectively referred to herein as the "Real Estate").

G. Mortgagor, as landlord, and Lehigh Gas — Ohio, LLC, a Delaware limited liability company, as tenant (together with its successors and assigns in such capacity, "Operating Lease Tenant"), are or hereafter may be parties to one or more lease agreements (individually and collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Operating Lease"), pursuant to which Mortgagor has or hereafter may have demised and let the Premises and/or Equipment (as defined below) to Operating Lease Tenant.

H. It is a condition precedent to the effectiveness of the Credit Agreement and the obligation of the Lenders to make the Loan to the Borrower under the Credit Agreement that Mortgagor shall execute and deliver this Mortgage to Mortgagee as Collateral Agent for the benefit of the Lenders.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Mortgagor agrees that, to secure the payment and performance of the Obligations as defined in Section 1.01 of the Credit Agreement:

MORTGAGOR HEREBY IRREVOCABLY GRANTS, BARGAINS, ASSIGNS, TRANSFERS AND CONVEYS UNTO MORTGAGEE, AS COLLATERAL AGENT FOR THE LENDERS PURSUANT TO THE CREDIT AGREEMENT, WITH POWER OF SALE (BUT ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW) AND RIGHT OF ENTRY AND POSSESSION AS FURTHER DESCRIBED HEREIN, FOR THE USE AND BENEFIT OF MORTGAGEE, A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND WARRANTS, GRANTS, ASSIGNS, TRANSFERS, CONVEYS AND SETS OVER TO MORTGAGEE:

(a) the Land as more fully described on Schedule A attached hereto and made a part hereof;

(b) all right, title and interest Mortgagor now has or may hereafter acquire in and to all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (collectively, the "Improvements") or any part thereof, and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(c) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(d) all right, title and interest of Mortgagor in and to all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever (including, but not limited to, all equipment and personalty connected with the operation of the gas station at the Real Estate and/or any other Improvements), and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (d) being collectively referred to herein as the "Equipment");

(e) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(f) all right, title and interest of Mortgagor in and to the Operating Lease and all other existing and future leases, subleases, sub-franchise agreements or other occupancy agreements covering, and all agreements for any use of, all or any part of the Land described in Schedule A hereto, the Improvements located thereon and the other Mortgaged Property, and all extensions, renewals and guarantees thereof and all amendments and supplements thereto (individually, a "Lease" and collectively, the "Leases"), including without limitation (i) all rents, revenues, issues, income, receipts, profits and other amounts now or hereafter becoming due to Mortgagor under the Leases (whether for the letting of space, for services, materials or installations supplied by Mortgagor, insurance and taxes or for any other reason whatsoever), and all insurance proceeds, condemnation awards, damages following any defaults by tenants

under the Leases (collectively, "Tenants"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (all of the foregoing being hereinafter collectively called the "Rents") and all rights to direct the payment of, make claim for, collect, receive and receipt for the Rents; and (ii) (x) all claims, rights, privileges and remedies on the part of Mortgagor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under any Lease to which it is a party, (y) all rights, powers and privileges of Mortgagor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and (z) all other claims, rights, powers,

privileges and remedies of Mortgagor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Mortgagor is entitled to do thereunder or with respect thereto (collectively, the "Lessor Rights". The Lessor Rights, Leases and Rents are hereinafter sometimes referred to as the "Assigned Property");

(g) all right, title and interest of Mortgagor in and to all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below or as otherwise expressly set forth in the Credit Agreement; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable Lease, contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase, use or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(i) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns for the uses and purposes set forth herein and in the Credit Agreement, WITH POWER OF SALE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) AND RIGHT OF ENTRY AND POSSESSION AS FURTHER DESCRIBED HEREIN, forever, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee against every Person whomever lawfully claiming or to claim the same or any part thereof, until the Obligations are fully paid and performed.

This Mortgage secures present and future advances and re-advances made by the Lenders for the benefit of Borrower and Mortgagor and the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with and for the benefit of Mortgagee and the Lenders as follows:

1. Warranty of Title. Mortgagor warrants that it has good record title in fee simple to the Real Estate, and good title to the rest of the Mortgaged Property, subject only to the matters that are set forth in Schedule B of the title insurance policy or policies being issued to Mortgagee to insure the lien of this Mortgage (the "Permitted Encumbrances"). Subject to the Permitted Encumbrances, Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all Persons. Mortgagor represents and warrants that it has the first priority and lawful authority to grant, bargain, assign, transfer, mortgage and convey a first priority lien and security interest in all of the Mortgaged Property to Mortgagee, subject only to the Permitted Encumbrances as provided in this Section 1, in the manner and form herein provided and without obtaining the authorization, approval, consent or waiver of any grantor, lessor, sublessor, Governmental Authority, or other Person whomsoever. The Operating Lease shall be subject and subordinate to the lien of this Mortgage, and Mortgagor and Operating Lease Tenant shall execute and deliver to Mortgagee such instruments that Mortgagee deems reasonably necessary to subordinate the Operating Lease to the lien of this Mortgage.

2. Payment of Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Credit Agreement and/or each Loan Document.

3. Requirements. Mortgagor shall promptly comply with all laws applicable to the Mortgaged Property, and all covenants, restrictions, conditions and requirements now or hereafter of record or which otherwise may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have (i) a Material Adverse Effect, or (ii) a material adverse effect on (A) the current use of the Mortgaged Property, or (B) the value of the Mortgaged Property (assuming its current use). Mortgagor shall not commit, nor permit or suffer to occur, any material waste with respect to the Mortgaged Property.

4. Payment of Taxes and Other Impositions. (a) Promptly when due and in any event prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, Mortgagor shall pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Mortgaged Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Mortgaged Property, or arising in respect of the occupancy, use, operation or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions") except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings and in accordance with the provisions of the Credit Agreement, and that non-payment thereof will not result in forfeiture, sale, loss or diminution of any interest of Mortgagor (or Mortgagee) in the Mortgaged Property, and (ii) the Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with GAAP, which reserves shall include reasonable additional sums to cover possible interest, costs and penalties; provided, however, that Mortgagor shall promptly cause to be paid any amount adjudged by a court of

competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final (and, subject to Mortgagee's rights and remedies during an Event of Default and any provisions set forth in the Credit Agreement to the contrary, Mortgagee shall make any sum deposited in such reserve available for such payment); and provided, further, that, in all events, Impositions, interest, costs and penalties shall be paid prior to the date any writ or order is issued under which the Mortgaged Property may be sold, lost or forfeited. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition made by Mortgagor. If by law any Imposition, at Mortgagor's option, may without penalty or premium be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Subject to the right of Mortgagor to contest as provided in Section 4(a) above, nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, without notice or demand to Mortgagor, to pay any Imposition after the date such Imposition shall have become due, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Mortgaged Property secured hereby prior to any right or title to, interest in, or claim upon the Mortgaged Property subordinate to the lien of this Mortgage, and (ii) payable within five (5) Business Days of demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

(c) As of the date hereof, Mortgagor represents and warrants that Mortgagor (i) has filed all federal, state, county, municipal and city income and other material tax returns required to have been filed by it and has paid all taxes and other Impositions which have become due or pursuant to any assessments or charges received by it, (ii) does not know of any basis for any additional assessment or charge in respect of any such taxes or other Impositions, and (iii) has paid in full all sums owing or claimed for labor, material, supplies, personal property (whether or not forming an Improvement hereunder) and services of every kind and character used, furnished or installed by or on behalf of Mortgagor in or on the Mortgaged Property that

are now due and owing and no claim for same exists or will be permitted to be created, except such claims as may arise in the ordinary course of business and that are not yet past due or which are being contested in good faith by appropriate proceedings diligently conducted and that non-payment thereof will not result in forfeiture, sale, loss or diminution of any interest of Mortgagor (or Mortgagee) in the Mortgaged Property, if adequate reserves with respect thereto are maintained on the books of Mortgagor.

5. Insurance**.** (a) Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties and risks as are included in a standard "extended coverage" form and "special form" (formerly known as an "all risk" endorsement policy) policy and as may be otherwise reasonably satisfactory to Mortgagee, in an amount equal to the full replacement cost of the Improvements, without deduction for physical depreciation and such that Mortgagee would not be deemed a co-insurer, (ii) commercial general liability insurance, including broad form comprehensive general liability coverage for broad form property damage, contractual damages and personal injuries (including death resulting therefrom), and (iii) any other insurance with respect to the Mortgaged Property that may be required under the Credit Agreement or is otherwise from time to time reasonably required by Mortgagee in order to protect its interests, all such policies to be in such form and amounts and have such coverage as may be reasonably satisfactory to Mortgagee. All of the insurance policies required hereunder shall (A) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days (ten (10) days in the case of non payment of premium) after receipt by the Mortgagee of written notice thereof, (B) contain a standard, non-contributory mortgagee clause naming Mortgagee, and its successors and assigns, as an additional insured party under all liability insurance policies, as the first mortgagee and loss payee on all property insurance policies, and a loss payee on all rental loss or business interruption insurance policies, and (C) include deductibles reasonably satisfactory to Mortgagee.

(b) If any portion of the Improvements is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, Mortgagor shall maintain or cause to be maintained, flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

(c) Mortgagor shall promptly comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by Mortgagor under this Mortgage.

(d) If Mortgagor is in default of its obligations to insure or deliver to Mortgagee any such prepaid policy or policies, then Mortgagee, at its option upon five (5) Business Days' written days notice to Mortgagor (unless, in Mortgagee's judgment, in its sole discretion, Mortgagee's security would be compromised by giving such notice), may effect such insurance from year to year, and pay the premium or premiums therefor, and Mortgagor shall

pay to Mortgagee, within three (3) Business Days of demand, such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(e) In the event of loss, Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and Mortgagor shall not adjust, collect or compromise any claims under said policies without the prior written consent of Mortgagee. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums relating to the Mortgaged Property, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft therefor. Subject to the terms of the Credit Agreement and this Mortgage (including, without limitation, Section 7 of this Mortgage), all insurance proceeds shall be made available to Mortgagor for the repair and restoration of the Mortgaged Property; provided, however, that if an Event of Default shall have occurred and be continuing, or any event or condition which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and subsequently shall not be cured within any applicable cure period, Mortgagee instead may obtain such amounts and apply the same to the Obligations in accordance with the terms and provisions of the Credit Agreement.

(f) In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance proceeds relating to the Mortgaged Property shall be applied by Mortgagee to the Obligations..

(g) In applying the provisions of Section 37 hereof, the terms and provisions of this section shall be deemed to supplement, and not conflict with, the terms and provisions of the Credit Agreement relating to insurance.

6. Condemnation. Mortgagor, promptly upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Mortgaged Property, shall notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor shall deliver to Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by Mortgagee. Subject to the terms of the Credit Agreement and this Mortgage (including, without limitation, Section 7 of this Mortgage), all condemnation awards shall be made available to Mortgagor for the repair and restoration of the Mortgaged Property; provided, however, that if an Event of Default shall have occurred and be continuing, or any event or condition which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and subsequently shall not be cured within any applicable cure period, Mortgagee instead may obtain such amounts and apply the same to the Obligations in accordance with the terms and provisions of the Credit Agreement.

7. Restoration. (a) Insurance proceeds and condemnation awards (or payments in lieu thereof) shall, subject to Mortgagee's reasonable consent, be used by Mortgagor to repair and restore the Mortgaged Property, in accordance with the Credit Agreement and this Section 7. Restoration shall be performed only in accordance with the following conditions:

(i) prior to commencement of restoration and from time to time during restoration, Mortgagee may require Mortgagor to deposit the proceeds of any insurance or condemnation proceeds, plus any additional monies into the restoration fund with Mortgagee in amounts which, in Mortgagee's judgment, are sufficient to defray all costs to be incurred to complete the restoration and all costs associated therewith, including labor, materials, architectural and design fees and expenses and contractor's fees and expenses, and Mortgagee shall have approved a budget and cost breakdown for the restoration, together with a disbursement schedule, in detail satisfactory to Mortgagee;

(ii) prior to commencement of restoration, the total cost of which exceeds $350,000, the contracts, contractors, plans and specifications for the restoration shall have been approved by Mortgagee (such approval not to be unreasonably withheld) and all governmental authorities having jurisdiction, and Mortgagee shall be provided with satisfactory title insurance and acceptable surety bonds insuring satisfactory completion of the restoration and the payment of all subcontractors and materialmen;

(iii) all restoration work shall be done under fixed price contracts, fully bonded;

(iv) at the time of any disbursement, an Event of Default or any event or conditions which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall not have occurred, no mechanics' or materialmen's liens shall have been filed and remain undischarged and an endorsement satisfactory to Mortgagee to its title insurance policy insuring the lien of this Mortgage shall have been delivered to Mortgagee;

(v) if funds for the restoration of the Mortgaged Property are held by Mortgagee in a restoration fund, disbursements from the restoration fund shall be made from time to time, but not more frequently than once each calendar month, for completed work under the aforesaid contracts (subject to retainage not in excess of 10%) and for other costs associated therewith and approved by Mortgagee upon receipt of evidence satisfactory to Mortgagee of the stage of completion and of performance of the work in a good and workmanlike manner in accordance with the contracts, plans and specifications as approved by Mortgagee;

(vi) Mortgagor will pay the cost of Mortgagee's inspecting architect or engineer and the cost of any attorney's fees and disbursements incurred by Mortgagee in connection with such restoration;

(vii) Mortgagee shall have the option to retain up to ten percent (10%) of the cost of all work until the restoration is fully completed, as determined by Mortgagee, and all occupancy permits therefor have been issued;

(viii) Mortgagee may impose such other reasonable conditions, including a restoration schedule, as are customarily imposed by construction lenders to assure complete and lien-free restoration; and

(ix) any sum remaining in the restoration fund or any such funds not applied by Mortgagor to the restoration of the Mortgaged Property, shall be applied to the Obligations.

(b) If within a reasonable period of time after the occurrence of any loss or damage to the Mortgaged Property Mortgagor shall not have submitted to Mortgagee and received Mortgagee's approval (to the extent required pursuant to subsection (a)) of plans and specifications for the repair, restoration or rebuilding of such loss or damage or shall not have obtained approval of such plans and specifications from all governmental authorities whose approval is required or if, after such plans and specifications are approved by Mortgagee (to the extent required pursuant to subsection (a)) and by all such governmental authorities, Mortgagor shall fail to commence promptly such repair, restoration or rebuilding or if thereafter Mortgagor fails to carry out diligently such repair, restoration or rebuilding, or subject to Section 4(c)(iii) hereof, is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work or if any other condition of this paragraph is not satisfied within a reasonable period of time after the occurrence of any such loss or damage, then Mortgagee, in addition to all other rights herein set forth, and after giving Mortgagor thirty (30) days written notice of the nonfulfillment of one or more of the foregoing conditions, may, failing Mortgagor's fulfillment of said conditions within said thirty (30)-day period, at Mortgagee's option, (A) apply the restoration fund and any and all insurance proceeds or condemnation awards received by Mortgagor to the Obligations in accordance with the Credit Agreement, and/or (B) perform or cause to be performed such repair, restoration or rebuilding and may take such other steps as Mortgagee may elect to carry out such repair, restoration or rebuilding and may enter upon the Mortgaged Property for any of the foregoing purposes, and Mortgagor hereby waives, for itself and all others holding under it, any claim against Mortgagee and any receiver and their respective agents (other than a claim based upon the alleged gross negligence or intentional misconduct of Mortgagee or any such receiver or agent) arising out of anything done by them or

any of them pursuant to this paragraph and Mortgagee may, in its discretion, apply any insurance or condemnation proceeds held by it to reimburse itself and/or such receiver for all amounts expended or incurred by it in connection with the performance of such work, including reasonable attorneys' fees, and any excess costs shall be paid by Mortgagor to Mortgagee, and Mortgagor's obligation to pay such excess costs shall be secured by the lien of this Mortgage and shall bear interest at the Default Rate until paid.

(c) Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

8. Restrictions; Negative Covenants. (a) Except as may be expressly provided for in the Credit Agreement and except for the Lien of this Mortgage and the Permitted Encumbrances, Mortgagor shall not further mortgage, nor otherwise encumber the Mortgaged

Property or create or suffer to exist any Lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the Lien of this Mortgage and whether recourse or non-recourse.

(b) Mortgagor shall notify Mortgagee, in writing and in advance, with respect to all proposed alterations, improvements or additions to the Mortgaged Property which are of a material nature, and Mortgagor shall not effect any material alteration, improvement or addition to the Mortgaged Property exceeding $300,000.00 without the prior written consent of Mortgagee in each instance. Without limiting the definition of the phrase "material alteration, improvement or addition", any change affecting the structure or use of an Improvement, or materially restricting the access thereto, shall be deemed a "material alteration, improvement or addition".

(c) All negative covenants made by Borrower in Article 7 of the Credit Agreement are incorporated herein by reference and are hereby made by Mortgagor as to itself and the Mortgaged Property as though such negative covenants were set forth at length herein as the negative covenants of Mortgagor.

9. Transfer Restrictions. Except as may be expressly permitted by the Credit Agreement, Mortgagor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

10. Leases. Except as expressly permitted under the Credit Agreement, Mortgagor shall not (a) execute an assignment or pledge of any Lease other than in favor of Mortgagee, (b) execute or permit to exist any Lease of any of the Mortgaged Property other than a Lease of all or a portion of the Mortgaged Property existing on the date hereof or a commercially reasonable Lease subsequently entered into in the ordinary course of Mortgagor's business in a manner and to an extent consistent with past practice and/or necessary or desirable for the prudent operation of its business, (c) mortgage, pledge, assign, hypothecate, or otherwise encumber or transfer any Lease or any interest in any Lease, or (d) amend or modify any Lease or any interest in any Lease except in the ordinary course of Mortgagor's business in a manner and to an extent consistent with past practice and/or necessary or desirable for the prudent operation of its business as long as such action is commercially reasonable and will not result in a Material Adverse Effect.

11. Repair. Mortgagor shall keep the Mortgaged Property in good order and condition (reasonable wear and tear excepted), and shall make all repairs, replacements and improvements thereof and thereto which are necessary to keep the same in such order and condition. Mortgagor shall use reasonable efforts to prevent any act or occurrence which might impair the value or usefulness of the Mortgaged Property for its intended usage.

12. Further Assurances. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees promptly upon demand of Mortgagee to do any act or execute and deliver, record and/or file any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of (i) each Lease in recordable form and (ii) any other agreement to which Mortgagor is a party) as may be reasonably required by Mortgagee to confirm the Lien of this Mortgage and all other

rights or benefits conferred on Mortgagee by this Mortgage, the Credit Agreement and/or any Loan Document.

13. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor hereunder, after the applicable notice and within the applicable grace period, if any, provided for in the Credit Agreement, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall within three (3) Business Days of written demand be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the Lien of this Mortgage. No payment or advance of money by Mortgagee under this Section 13 shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

14. Events of Default. Each of (i) the occurrence of an Event of Default under the Credit Agreement or any Loan Document by Mortgagor or Borrower, (ii) the failure of Mortgagor to perform or observe any of the obligations in Section 5, Section 6, Section 7 or Section 8 hereof, (iii) any representation or warranty made by Mortgagor under this Mortgage being untrue in any material respect when made, or (iv) the failure by Mortgagor to duly perform and observe any other provision in this Mortgage and continuation of such failure for a period of thirty (30) days after notice from Mortgagee, shall constitute an "Event of Default" hereunder.

15. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action on the Credit Agreement, the Subsidiary Guaranty or any other Loan

Document, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale to the extent permitted by applicable law), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Loan Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment; and

(ii) To the extent permitted under applicable law, Mortgagee may personally, or by its agents, attorneys and employees, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations, enter into and upon the Mortgaged Property and each and every part thereof and exclude

Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time), and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation other than limitations under applicable law, (A) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (B) to enforce, cancel or modify any Lease or other agreement to which Mortgagor is a party, and (C) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(b) In case of a foreclosure sale, the Mortgaged Property may be sold, at Mortgagee's election, in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Mortgaged Property received by the Mortgagee shall be held by the Mortgagee for the benefit of the Lenders as collateral security for the Obligations (whether matured or unmatured), and shall be applied in payment of the Obligations in accordance with the terms and provisions of the Credit Agreement.

16. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale of all or any portion of the Mortgaged Property made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums that Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Credit Agreement, each Guaranty and any documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

17. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and subsequent to five (5) Business Days' written notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property, or any other collateral or the interest of Mortgagor therein as security for the Obligations, shall have the right unless restricted by applicable law to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, without requiring the posting of a surety bond except as

required by applicable law, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Mortgagor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

18. Extension, Release, etc. (a) Without affecting the Lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, subject to the terms of the Credit Agreement, agree to (i) release any Loan Party liable for the indebtedness borrowed or guaranteed under the Credit Agreement or any Loan Document, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Credit Agreement or any Loan Document or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) Unless such action results in payment and performance in full of the Obligations secured by this Mortgage, no recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(c) If Mortgagee shall have the right to foreclose this Mortgage or to direct a power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this Mortgage (or direct the sale of the Mortgaged Property, as the case may be). The failure to make any Tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such Tenants as required in any statutory procedure

governing a sale of the Mortgaged Property, or to terminate such Tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

(d) Unless expressly provided otherwise herein, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same Person, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

19. Security Agreement under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code (the "Code") of the State of New Jersey with respect to personal property and/or fixtures included in the Mortgaged Property. If an Event of Default shall occur and be continuing under this Mortgage, then, in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) to the extent permitted under applicable law, treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten (10) Business Days' written notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property (if applicable) and make it available to Mortgagee at a reasonable location, as designated by Mortgagee.

(b) A portion of the Mortgaged Property is or is to become fixtures upon the Real Estate. The filing of this Mortgage in the real estate records of the county where the Real Estate is located shall also operate from the time of filing as a "fixture filing" within the meaning of Section NJSA 12A:9-502(a) of the UCC with respect to all portions of the Mortgaged Property that are or are to become fixtures related to the Real Estate. For such purpose, Mortgagor is the record owner of the Real Estate, Mortgagee is the secured party and Mortgagor is the debtor, their respective addresses are set forth in the preamble to this Mortgage, and Mortgagor's organizational number is [ ].

20. Intentionally Omitted.

21. Absolute Assignment of Leases and Rents.

(a) Absolute Assignment. Mortgagor hereby absolutely and unconditionally grants, transfers, conveys, sells, sets over and assigns to Mortgagee all of Mortgagor's right, title and interest now existing and hereafter arising in and to the Leases, now existing and hereafter arising which affect the Mortgaged Property, Mortgagor's interest therein or any improvements located thereon, together with any and all rights thereunder, and hereby gives to and confers upon Mortgagee the right to collect all Rents and all other Lessor Rights. This Mortgage is intended by Mortgagee and Mortgagor to create and shall be construed to create an absolute assignment to Mortgagee of all of Mortgagor's right, title and interest in and to the Leases and Rents and shall not be deemed merely to create a security interest therein for the payment of any indebtedness or the performance of any obligations under the Loan Documents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney at the option of Mortgagee at any time to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, either in the name of Mortgagor or in the name of Mortgagee, for all such Rents and apply the same to the Obligations, and to exercise all other Lessor Rights.

(b) Revocable License to Collect. Notwithstanding the foregoing assignment of Rents, so long as no Event of Default remains uncured, Mortgagor shall have a revocable license to collect all Rents, and to retain any portion thereof not required to pay the expenses of the Mortgaged Property or the obligations secured thereby. Upon the occurrence and continuation of any Event of Default, Mortgagor's license to collect and retain Rents shall terminate automatically and without the necessity for any notice.

(c) Representations and Warranties. Mortgagor represents and warrants to Mortgagee that:

(i) **Title.** By execution and delivery of this Mortgage, Mortgagor has assigned, sold, transferred, granted and conveyed to Mortgagee good and marketable title to the Assigned Property, free and clear of any lien (except for Permitted Encumbrances), assignment, option or other charge or encumbrance, prior to and enforceable against Mortgagor, all creditors of and purchasers from Mortgagor, and other Persons whomsoever. All recordings and other actions necessary or desirable to ensure the validity, enforceability or priority of, or otherwise protect, the ownership interest of Mortgagor in the Assigned Property have been duly made and validly taken. Mortgagor has not assigned, transferred, mortgaged, pledged or otherwise encumbered any of its right, title and interest in, to and under the Leases and the Rents (except to lenders who have been paid in full and have released, reconveyed and satisfied all such assignments, transfers or pledges of the Leases and Rents to Mortgagor and all right, title or interest (security or otherwise) in and to the Leases and Rents) or any other Assigned Property and no part thereof is subject to any lien or other encumbrance, except in favor of Mortgagee.

(ii) **Governmental Approvals and Filings.** No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority (as defined in the Credit Agreement) will be necessary (a) for the assignment, sale, transfer, grant and conveyance by Mortgagor to Mortgagee of the Assigned Property pursuant to this Mortgage or for the execution, delivery or performance of this Mortgage by Mortgagor, (b) to ensure the validity, enforceability or priority (as against Mortgagor, all creditors of and purchasers from Mortgagor and all other Persons whomsoever) of the ownership interest of Mortgagee in the Assigned Property, or (c) for the exercise by Mortgagee of any of its rights or remedies hereunder, except for the recording of this Mortgage in the applicable recording office.

(iii) **Existing Leases.** A true and correct schedule describing each Lease existing on the date hereof, as amended, supplemented or otherwise modified to the date hereof, has been furnished to Mortgagee. Each such Lease has been duly authorized, executed and delivered by each party thereto, is in full force and effect, and is the legal, valid and binding obligation of each party thereto, enforceable against each such party in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium or other laws affecting creditors' rights generally and subject to

principles of equity. No default exists by Mortgagor or, to Mortgagor's knowledge, any Tenant under any of the Leases, and no Rents have been received by Mortgagor more than one (1) month in advance of the time when the same became due under the terms of the Leases. To Mortgagor's knowledge, no such Lease is subject to any offsets, counterclaims or defenses by any party thereto (other than Mortgagor).

(iv) Mortgagor has not affirmatively done any act that would prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of the foregoing assignment.

(v) Except for any matter disclosed in the Credit Agreement, no action has been brought or, so far as is known to Mortgagor, is threatened, which would interfere in any way with the right of Mortgagor to execute the foregoing assignment and perform all of Mortgagor's obligations contained in this Section 21 or in the Leases.

(d) Covenants of Mortgagor.

(i) **Books and Records; Inspection.** Mortgagor shall (a) keep complete and accurate books and records concerning the Leases and the Rents and any other Assigned Property and, at the request of Mortgagee from time to time upon reasonable advance notice, permit Mortgagee or its representatives to inspect and copy such books and records, (b) at the request of Mortgagee from time to time upon reasonable advance notice, permit Mortgagee or its representatives to inspect any Assigned Property not in the possession of Mortgagee, and (c) furnish to Mortgagee such information and reports in connection with the Assigned Property at such times and in such form as Mortgagee may reasonably request. Mortgagee shall have the right to verify the Assigned Property from time to time, and Mortgagor shall cooperate with Mortgagee in such verification.

(ii) **Transfers and Liens; Etc.** Except as permitted under the Credit Agreement, Mortgagor shall not assign, transfer, mortgage, pledge or otherwise encumber, or create or permit to exist any lien or other encumbrance on or in, any of the Assigned Property (voluntarily or involuntarily, by operation of law or otherwise), except in favor of Mortgagee.

(iii) **Covenants Relating to the Leases.**

1. Performance; Etc. Section 6.16 of the Credit Agreement is hereby incorporated by reference as if fully set forth herein. Mortgagor, as a Loan Party to the Credit Agreement, shall comply with the terms of the Leases in accordance with Section 6.16 of the Credit Agreement.

2. Notices; Demands. Mortgagor shall (i) promptly give Mortgagee copies of any notices of default given or received by Mortgagor under the Operating Lease or any of the other Leases, (ii) if requested by Mortgagee, from time to time use commercially reasonable efforts to cause the Operating Lease Tenant and the Tenants under any other Lease to execute and deliver to Mortgagee within 5 days after notice if delivered by hand, overnight courier or facsimile, and within 20 days after notice if delivered by mail, such certificate or certificates as to the status of such Leases, the minimum Rent, additional Rent and other charges payable thereunder, and the Tenant's and Mortgagor's compliance with the terms thereof as shall be in form and substance satisfactory to Mortgagee or in the form required by an existing Lease (it being understood that for any Lease entered into following the Effective Date, Mortgagor shall include in each Lease a clause obligating Tenant to execute and deliver such certificate or certificates to Mortgagor and its mortgagees as often as may be requested), and (iii) from time to time upon the request of Mortgagee make such other demands and requests for

information and reports or for action by the Tenants under the Leases as Mortgagor is entitled to make under or in connection with the Leases.

3. New Leases; Amendments; Etc. Except as otherwise permitted by the Credit Agreement, Mortgagor shall not (i) enter into any Lease without first obtaining Mortgagee's written approval of such Lease, the terms and conditions thereof and the Tenant thereunder (except that Mortgagor may enter into the Operating Lease and other Leases, as permitted by the terms of the Credit Agreement without Mortgagor's prior written consent), (ii) amend or modify any of the terms of any Lease except in the ordinary course of business, (iii) consent to, permit or accept any payment or prepayment of Rents payable under any Lease earlier than one (1) month in advance of its due date, (iv) terminate any Lease or consent to the cancellation or surrender of thereof except in the ordinary course of business, (v) give or join in any material waiver, consent or approval with respect to any Lease, (g) settle or compromise any claim against any Tenant arising out of or in respect of any Lease, (h) waive any default under or breach of any Lease, or (vi) take any other action in connection with any Lease which would materially impair the value of the rights or interests of Mortgagor or Mortgagee thereunder or therein. The requirement for approval of Leases (or of any other documents or matters) by Mortgagee, pursuant to this Mortgage or any other Loan Document, shall be for Mortgagee's protection only and shall not be considered an assumption by Mortgagee of any responsibility to Mortgagor or any other person with respect to the adequacy, sufficiency, advisability or terms of any of the Leases (or of any of such other documents or matters), and no approvals by Mortgagee of Leases (or such other documents or matters) and no waiver by Mortgagee of, or consent or approval by Mortgagee with respect to, any covenant of Mortgagor contained herein or in any other Loan Document shall give rise to any liability by Mortgagee to Mortgagor or any other person.

(iv) **Right of Mortgagee to Direct Payment of Rents.** The assignment set forth above includes the full and complete assignment by Mortgagor to Mortgagee of all right, power and privilege of Mortgagor to direct the party to whom Rents are to be paid. Such assignment of the right to direct payment of Rents is unconditional and unrestricted and may be exercised by Mortgagee at any time, after the occurrence and during the continuance of any Event of Default. The Tenants shall be, and hereby are, irrevocably authorized to rely upon and act in accordance with (and shall be fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee or its nominee of any Rents which may then be or thereafter become due under the Leases, and shall have no duty to inquire whether any such notice or demand by Mortgagee conflicts with any provision of this Mortgage. By its acceptance hereof, Mortgagee covenants with Mortgagor that Mortgagee will not direct Tenants to pay Rents to any party other than Mortgagor unless and until an Event of Default has occurred and is then continuing. The assignment of the right to direct payment of Rents referred to in this Section 21 is not in any way conditioned on or subject to the foregoing covenant. Any direction by Mortgagee for the payment of Rents shall be valid and enforceable against Mortgagor, Mortgagor hereby waiving any right to seek specific performance of such covenant.

(e) Rights and Remedies of Mortgagee.

(i) **Right of Mortgagee To Cure Mortgagor Defaults.** If Mortgagor shall fail to pay, perform or observe any of its covenants or agreements hereunder, Mortgagee

may (but shall not be obligated to) pay, perform or observe the same and collect the cost thereof from Mortgagor, all as more fully provided in Section 13 of this Mortgage.

(ii) **Mortgagee Not Liable; Indemnification.** Anything contained herein or in any of the Leases to the contrary notwithstanding, (a) Mortgagor shall at all times remain solely liable under the Leases to perform all of the obligations of Mortgagor thereunder to the same extent as if this Mortgage had not been executed, (b) neither this Mortgage nor any action or inaction on the part of Mortgagor or Mortgagee shall release Mortgagor from any of its obligations under the Leases or constitute an assumption of any such obligations by Mortgagee and (c) Mortgagee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Mortgage, nor shall Mortgagee be required or obligated in any manner to make any payment or perform any other obligation of Mortgagor under or pursuant to the Leases, or to make any inquiry as to the nature or sufficiency of any payment received by Mortgagee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Mortgagee or to which it may be entitled at any time or times. Mortgagor shall and does hereby agree to indemnify Mortgagee and hold it harmless from and against any and all liability, loss or damage which it may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against it, in connection with or with respect to the Leases or this Mortgage, whether by reason of any alleged obligation or undertaking on its part to perform or discharge any of the covenants or agreements contained in the Leases or otherwise; provided, however, that the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Mortgagee. Should Mortgagee incur any such liability, loss or damage in connection with or with respect to the Leases or this Mortgage, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be paid by Mortgagor to Mortgagee immediately upon demand, together with interest thereon at the Default Rate (as defined in the Note) until paid.

(iii) **Default.** If an Event of Default shall occur and is then continuing, Mortgagee may, to the extent permitted under applicable law, without notice and irrespective of whether or not the Obligations shall then be due and payable, and without regard to the adequacy of the security for the Obligations, (a) enter and take possession of the Mortgaged Property or any part thereof, and upon such entry, manage, lease and operate the same on such terms and for such period of time as Mortgagee may deem proper, and (b) whether or not Mortgagee has so entered and taken possession of the Mortgaged Property or any part thereof, perform any of the obligations and exercise any of the rights, powers, privileges and remedies of Mortgagor, and do any and all acts, matters and other things that Mortgagor is entitled to do, under or with respect to the Leases, including without limitation making, enforcing, modifying, terminating or accepting surrenders of Leases, obtaining or evicting Tenants, setting or modifying Rents, directing the Tenants to make payments of Rents directly to Mortgagee or its nominee and collecting and receiving Rents. Mortgagee shall apply any Rents received by it, first to the payment of all expenses which Mortgagee may be authorized to incur under the provisions of this Mortgage or the Mortgage (including, without limitation, the cost of all repairs, replacements, alterations, additions or improvements to the Mortgaged Property and all expenses incident to entering and taking possession of the Mortgaged Property and managing, leasing and operating the same), and then to the payment of the Obligations. The Tenants shall be, and hereby are, irrevocably authorized to rely upon and act in accordance with (and shall be fully

protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee or its nominee of any Rents which may then be or thereafter become due under the Leases, or for the performance of any of the Tenants' obligations under the Leases, and shall have no duty to inquire whether any such notice or demand by Mortgagee conflicts with any provision of this Mortgage.

(iv) **Mortgage Foreclosure.** Upon foreclosure of the lien of this Mortgage, or delivery of a deed in lieu of foreclosure, all right, title and interest of Mortgagor in, to and under the Leases shall thereupon vest in and become the absolute property of the purchaser of the Mortgaged Property in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Mortgagor. Nevertheless, Mortgagor shall execute, acknowledge and deliver from time to time such further instruments and assurances as Mortgagee may require in connection therewith and hereby irrevocably appoints Mortgagee the attorney-in-fact of Mortgagor in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Mortgagee may deem necessary or desirable, and Mortgagee may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

(v) **Collection and Application of Rents by Mortgagee**. While any Event of Default remains uncured: (i) Mortgagee may at any time, without notice, in person, by agent or by court-appointed receiver, and without regard to the adequacy of any security for the Obligations, enter upon any portion of the Mortgaged Property and/or, with or without taking possession thereof, in its own name sue for or otherwise collect Rents (including past due amounts); and (ii) without demand by Mortgagee therefor, Mortgagor shall promptly deliver to Mortgagee all prepaid rents, deposits relating to Leases or Rents, and all other Rents then held by or thereafter collected by Mortgagor whether prior to or during the continuance of any Event of Default. Any Rents collected by or delivered to Mortgagee may be applied by Mortgagee against the Obligations, less all expenses, including attorneys' fees and disbursements, in such order as Mortgagee shall determine in its sole and absolute discretion. No application of Rents against any Obligation or other action taken by Mortgagee under this Section 21 shall be deemed or construed to cure or waive any Event of Default, or to invalidate any other action taken in response to such Event of Default, or to make Mortgagee a mortgagee-in-possession of the Mortgaged Property.

22. Additional Rights. The holder of any subordinate lien or subordinate mortgage or deed of trust on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage, nor shall Mortgagor consent to any holder of any subordinate lien or subordinate mortgage or deed of trust joining any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage, all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may, in its sole discretion and without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the Obligations. Any such application shall not be construed

to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

23. Mortgagor's Indemnities. Mortgagor agrees to protect, indemnify and hold harmless Mortgagee and each of the Indemnitees from and against any and all losses which Mortgagee or any of such Indemnitees may incur under or by reason of the assignment of Leases and Rents, or for any action taken by Mortgagee or any Lender or the Indemnitees hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Mortgagee or any of the Indemnitees arising out of the Leases, including, without limitation, any claim by any third Person for credit on account of Rents paid to and received by Mortgagor, but not delivered to Mortgagee or its authorized agents or representatives or employees, for any period under any Lease more than one (1) month in advance of the due date thereof; provided, however, that the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Mortgagee or any Indemnitee. In the event that Mortgagee or any Lenders or any of the Indemnitees incurs any losses covered by the indemnity set forth in this Section 23 or Section 10.04 of the Credit Agreement, the amount thereof, including reasonable attorneys' fees, with interest thereon at the Default Rate, shall be payable by Mortgagor to Mortgagee within ten (10) days after demand therefor, and shall be secured hereby and by all other security for the payment and performance of the Obligations, including, without limitation, the Lien and security interest of this Mortgage. The liabilities of Mortgagor as set forth in this Section 23 shall survive the termination of this Mortgage and the repayment of the Obligations.

24. No Liability of Mortgagee. Neither the acceptance nor the exercise of the rights and remedies hereunder nor any other action on the part of Mortgagee or any Person authorized by Mortgagee to exercise Mortgagee's rights hereunder shall be construed to (a) be an assumption by Mortgagee or any such Person or to otherwise make Mortgagee or such Person liable or responsible for the performance of any of the obligations of Mortgagor under or with respect to the Leases or the Mortgaged Property, or for any Rent, security deposit or other amount delivered to Mortgagor, provided that Mortgagee or any such Person exercising the rights of Mortgagee shall be accountable for any Rents, security deposits or other amounts actually received by Mortgagee or such Person, as the case may be; or (b) obligate Mortgagee or any such Person to take any action under or with respect to the Leases or with respect to the Mortgaged Property, to incur any expense or perform or discharge any duty or obligation under or with respect to the Leases or with respect to the Mortgaged Property, to appear in or defend any action or proceeding relating to the Leases or the Mortgaged Property, to constitute Mortgagee as a mortgagee-in-possession (unless Mortgagee actually enters and takes possession of the Mortgaged Property), or to be liable in any way for any injury or damage to Persons or property sustained by any Person in or about the Mortgaged Property, other than to the extent caused by the willful misconduct or gross negligence of Mortgagee or any Person authorized by Mortgagee to exercise the rights of Mortgagee hereunder.

25. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of Section 10.02 of the Credit Agreement to Mortgagor and to Mortgagee as specified therein.

26. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 10.01 of the Credit

Agreement. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

27. Partial Invalidity; Usury Savings Clause. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included herein. Notwithstanding to the contrary anything contained in this Mortgage or in any provisions of any Loan Document, the obligations of Mortgagor and of any other obligor under the Credit Agreement or any Loan Document shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by applicable law to be charged by Mortgagee.

28. Mortgagor's Waiver of Rights

(a) Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property during the continuance of an Event of Default hereunder and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all Persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every Person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other Persons are and shall be deemed to be hereby waived to the fullest extent now or hereafter permitted by applicable law. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to the Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws exists or had been made or enacted.

(b) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting the Obligations, and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Mortgagor may do so under applicable law, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all Persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature (except as expressly provided in the Credit Agreement) or declare due the

whole of the secured indebtedness and marshaling in the event of exercise by Mortgagee of the foreclosure rights, power of sale, or other rights hereby created.

29. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement to which Mortgagor or Borrower is a party or any applicable laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement shall prejudice or in any manner affect Mortgagee's rights to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any Loan Document to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee-in-possession" (unless Mortgagee actually enters and takes possession of the Mortgaged Property), and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies other than to the extent caused by the willful misconduct or gross negligence of the Mortgagee or any Person authorized by Mortgagee to exercise the rights of Mortgagee hereunder.

30. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly), for the Obligations upon other property in the state in which the Mortgaged Property is located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) of this Section 30 shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Mortgagee to extend the indebtedness borrowed pursuant to or guaranteed by any Loan Document, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the

Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage, nor the exercise of any other rights hereunder or the recovery of any judgment by Mortgagee in any such proceedings or the occurrence of any sale in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

31. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee, as agent for the Lenders, and the Lenders, and no other Person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrances and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

32. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for

the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien, mortgage or deed of trust. Mortgagee may, in Mortgagee's sole and reasonable discretion, (i) in the case of a Default, determine whether such Default has been cured, and (ii) in the case of an Event of Default, by Mortgagor or Borrower, accept or reject any proposed cure of an Event of Default. Unless and until Mortgagee accepts any proposed cure of an Event of Default, such Event of Default shall be deemed to be continuing for purposes of this Mortgage, the Credit Agreement and each Loan Document to which Mortgagor or Borrower is a party.

33. Governing Law, etc. The provisions of this Mortgage regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Mortgage shall be governed by the laws of the State of New York, without regard to conflicts of laws principles.

34. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein", the word "Mortgagee" shall mean "Mortgagee or any successor agent for the Lenders", and the words "Mortgaged Property" shall include all or any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

35. Certain Matters Relating to Mortgaged PropertyNotwithstanding anything contained herein to the contrary:

(a) Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 35 and the terms and conditions of this Mortgage, the terms and conditions of this Section 35 shall control and be binding.

(b) Interest After Default. If any payment due hereunder or pursuant to the Credit Agreement or any Loan Document by Mortgagor or Borrower is not paid when due, either at stated or accelerated maturity or pursuant to any of the terms hereof, then, and in such event, Mortgagor shall pay interest thereon from and after the date on which such payment first becomes due at the interest rate provided for in the Credit Agreement and such interest shall be due and payable, on demand, at such rate until the entire amount due is paid to Mortgagee, whether or not any action shall have been taken or proceeding commenced to recover the same or to foreclose this Mortgage. Nothing in this Section 35 or in any other provision of this Mortgage shall constitute an extension of the time of payment of the Loan. After entry of a judgment on the Credit Agreement or any other Loan Document or a judgment in mortgage foreclosure hereunder, interest shall continue to accrue under this Mortgage at the rates set forth in the Credit Agreement. This Mortgage shall not, solely for purposes of determining interest payable under the Credit Agreement, merge with any judgment on the Credit Agreement or any other Loan Document or a judgment in mortgage foreclosure under this Mortgage.

(c) Additional Advances and Disbursements; Costs of Enforcement. If any Event of Default exists, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 35(c), Section 13 or otherwise under this Mortgage, the Credit Agreement or any other Loan Document or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(d) Acceleration Remedy. Subject to the notice and cure requirements of this Mortgage and the Credit Agreement, upon Mortgagor's breach of any covenant or agreement contained herein, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, Mortgagee, in its sole judgment and discretion, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies.

(e) Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Mortgagor to acquire title to the Mortgaged Property, this Mortgage is hereby declared to be a purchase-money mortgage.

(f) Release or Reconveyance. Upon payment in full of the Obligations in accordance with the Credit Agreement and performance in full of Mortgagor's obligations under this Mortgage, the Credit Agreement and the other Loan Documents, Mortgagee, at Mortgagor's request and sole expense, shall promptly fully release the liens created by this Mortgage (including the execution of and delivery to Mortgagor of a reasonable release and satisfaction of this Mortgage) or reconvey the Mortgaged Property to Mortgagor.

36. Release. If the Mortgaged Property shall be sold, transferred or otherwise disposed of by Mortgagor in a transaction permitted by, and in accordance with, the Credit Agreement, then the Mortgagee, at the request and sole expense of Mortgagor, shall execute and deliver to Mortgagor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Mortgaged Property. Mortgagor shall deliver to Mortgagee, at least five (5) Business Days prior to the date of the proposed release, a written request for release identifying the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Mortgagor stating that such transaction is in compliance with, and permitted by, the Credit Agreement and each Loan Document.

37. Inconsistency with Credit Agreement. To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage such that the terms and provisions of this Mortgage shall supplement, rather than conflict with, the terms and provisions of the Credit Agreement; provided, however, that, notwithstanding the foregoing, in the event any of the terms or provisions of this Mortgage conflict with any of the terms or provisions of the Credit Agreement, such that it is impractical for such terms or provisions to coexist, the terms or provisions of the Credit Agreement shall

govern and control for all purposes; and, provided further, that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of a secured party, but which are not addressed in the Credit Agreement, shall not be deemed to be a conflict with the Credit Agreement, and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

38. Loan and Credit Agreements. Mortgagor is a party to and/or is fully familiar with the terms and provisions of the Credit Agreement and each Loan Document to which Mortgagor or Borrower is a party. All representations and warranties made by Borrower in the Credit Agreement and/or in any other Loan Document are incorporated herein by reference and are hereby made by Mortgagor as to itself and the Mortgaged Property as though such

representations and warranties were set forth at length herein as the representations and warranties of Mortgagor. In addition, Mortgagor hereby makes the following property-specific representations:

(a) Zoning, Building and Land Use Requirements. Except as disclosed to Mortgagee in writing, to the knowledge of Mortgagor, the Premises complies with all material requirements of all applicable laws and ordinances with respect to zoning, subdivision, construction, building and land use, including, without limitation, requirements with respect to parking, access and certificates of occupancy (and similar certificates or permits). Except as disclosed to Mortgagee in writing, Mortgagor has not received any notice of, or other communication with respect to, an alleged violation with respect to any of the foregoing. To the knowledge of Mortgagor, except as otherwise disclosed on any survey delivered to Mortgagee in connection with this Mortgage, (i) all of the Improvements lie wholly within the boundaries and building restriction lines of the Land, and (ii) no improvements on adjoining properties encroach upon the Land, and no easements or other encumbrances upon the Land encroach upon or under any of the Improvements or any portion of the Mortgaged Property.

(b) Flood Zone. Except as disclosed to Mortgagee in writing, to the knowledge of Mortgagor, the Improvements are not located in an area identified by the Federal Emergency Management Agency as having special flood hazards.

(c) Power to Create Lien and Security. Mortgagor has full limited liability company or other organizational power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a first-priority Lien and security interest in all of the Mortgaged Property in the manner and form herein provided and without obtaining the authorization, approval, consent or waiver of any Person.

39. No Merger of Estates. So long as any part of the Obligations remain unpaid, unperformed or undercharged, the fee, easement and leasehold estates to the Mortgaged Property shall not merge, but rather shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee, any third-party purchaser or otherwise.

40. No Partnership. Nothing contained in this Mortgage is intended to, or shall be construed to, create to any extent and in any manner whatsoever any partnership, joint venture, or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal

with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

41. Headings. The Section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Sections.

42. Defense of Claims. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Mortgaged Property or Mortgagee's Lien on or security interest in the Mortgaged Property, or any part thereof, and shall take all such action, employing attorneys reasonably satisfactory to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the sole judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Mortgaged Property, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. All costs, expenses and attorneys' fees incurred by Mortgagee (or its agents) pursuant to this Section 42 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Mortgaged Property or the transactions contemplated in this Mortgage shall be paid by Mortgagor upon written demand, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee at the Default Rate.

43. Exculpation Provisions. MORTGAGOR SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE RESULT IN THE ASSUMPTION BY MORTGAGOR AND/OR BORROWER OF THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION. MORTGAGOR AGREES AND COVENANTS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT IT HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

44. Counterparts; Definitions. This Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one single instrument. Terms used but not defined herein shall have the definition ascribed to such terms in the Credit Agreement.

45. Termination. Upon the payment and performance in full of the Obligations, this Mortgage and the estate hereby granted shall cease and become void. Notwithstanding the foregoing, Mortgagee agrees that it shall, at the request and sole expense of such Mortgagor, execute and deliver to Mortgagor a recordable release and satisfaction of this Mortgage.

46. New Jersey Provisions. To the extent of any conflict between the provisions of this Section 46 and any of the other provisions of this Mortgage, the provisions of this Section 46 shall control.

(a) Mortgagor and Mortgagee acknowledge and agree that, under New Jersey law, foreclosure on New Jersey real property interests may occur only through judicial foreclosure. Therefore, the provisions in this Mortgage relating to rights and remedies shall apply to the New Jersey real property interests only to the extent permitted by New Jersey law.

(b) The term "ISRA" as used herein means the Industrial Site Recovery Act of the State of New Jersey, N.J.S.A. 13:1K-6 et. seq. and the regulations promulgated thereunder, together with any amendments thereto and/or substitutions thereof.

If Mortgagor's operations at the Mortgaged Property, or the operations of any assignee, subtenant or occupant of the Mortgaged Property, now or hereafter constitute an "Industrial Establishment" (as defined under ISRA) then Mortgagor agrees to comply, at its sole cost and expense, with all applicable requirements of ISRA (including, but not limited to, performing site investigations and performing any removal and remediation required) to the satisfaction of the governmental entity, department or agency having jurisdiction over such matters, in connection with (i) the occupancy or operation of the Mortgaged Property, (ii) any lease or sublease of the Mortgaged Property, (iii) any closure, transfer or consolidation of the operations conducted at the Mortgaged Property, (iv) any change in the ownership or control of Mortgagor, or (v) any other act, failure to act or omission that triggers any obligation of Mortgagor under ISRA. Mortgagor shall provide to Mortgagee, within ten (10) days after request by Mortgagee, any and all affidavits, certifications or other information reasonably requested by Mortgagee in connection with any compliance with ISRA and Mortgagor agrees to reasonably cooperate with Mortgagee in connection with such compliance. Nothing contained in this Section 46(b) shall be construed to require Mortgagee to comply with ISRA or any other Environmental Law.

(c) Mortgagor acknowledges and agrees that the rate of interest required to be paid with respect to any sums due and owing hereunder after a default hereunder may be higher than the rate of interest provided by Rule 4:42-11 of the New Jersey Court Rules after judgment is entered. Mortgagor acknowledges and attests that the default rate of interest required hereunder is the result of informed negotiation and it will be fair and equitable to award interest at the rate required hereunder after default rather than the rate provided under Rule 4:42-11, in the event the rate hereunder is higher than the rate provided pursuant to Rule 4:42-11.

(d) In the event of the passage of any law of any governmental authority deducting from the value of the Premises for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured thereby for federal, state or local purposes, or the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on mortgages or debts secured thereby that is payable in respect of this Mortgage by Mortgagee, the holder of this Mortgage shall have the right to declare the Obligations due on a date to be specified by not less than ninety (90) days' written notice to be given to Mortgagor unless within such ninety (90) day period Mortgagor shall assume as an Obligation hereunder the payment of any such tax so imposed on this Mortgage until full payment of the Obligations and such assumption shall be permitted by law. Mortgagor shall not

claim, demand or be entitled to receive any credit or credits toward the satisfaction of this Mortgage or on any interest payable thereon for any taxes assessed against the Mortgaged Property or any part thereof, and shall not claim any deduction from the taxable value of the Mortgaged Property by reason of this Mortgage.

(e) The maximum principal amount secured by this Mortgage shall not exceed $324,000,000.

(f) Pursuant to N.J.S.A. 46:9-8.1, this Mortgage is subject to modification. To the extent permitted by law, this Mortgage secures all modifications from the date upon which this Mortgage was originally recorded, including future loans and other extensions of credit and changes in the interest rate, due date, amount or other terms and conditions of any obligations. This Mortgage may be modified from time to time without adversely affecting the priority of the lien created hereby.

47. WAIVER OF JURY TRIAL. IN ACCORDANCE WITH SECTION 10.15 OF THE CREDIT AGREEMENT, MORTGAGOR, AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE AND EACH LENDER HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). MORTGAGOR, AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE AND EACH LENDER (A) CERTIFY 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) ACKNOWLEDGE THAT MORTGAGOR, MORTGAGEE AND EACH LENDER HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Signature page follows.]

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor on the date of the acknowledgement below and is intended to be effective as of the Effective Date.

MORTGAGOR:

[MORTGAGOR],
a [ ] limited liability company

By: LGP Realty Holdings GP LLC, its Manager

By: _____
Name:
Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF) ss.:

I certify that on this day of , 2012, , the of LGP Realty Holdings GP LLC ("LGP"), the Manager of [MORTGAGOR], a [ ] limited liability company ("Mortgagor"), personally appeared before me, who I am satisfied to be the person who signed the foregoing instrument, and acknowledged that he/she was authorized to execute the same as the act of LGP as Manager of Mortgagor.

Name:
Title: Notary Public

My commission expires: _____

Schedule A

Description of the Land

OMNIBUS AGREEMENT

BY AND AMONG

LEHIGH GAS PARTNERS LP,
LEHIGH GAS GP LLC,
LEHIGH GAS CORPORATION,
LEHIGH GAS-OHIO, LLC

AND

JOSEPH V. TOPPER, JR.

OMNIBUS AGREEMENT

This Omnibus Agreement is entered into on, and effective as of, October 30, 2012 (the "***Closing 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***"), 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***."

RECITALS:

WHEREAS, on the Closing Date, LGC and certain of its Affiliates will contribute and/or sell certain assets and interests to the MLP (the "***Contribution***") in exchange for limited partnership interests in the MLP, cash and other consideration agreed to by the Parties; and

WHEREAS, in connection with the Contribution, the Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in this Agreement, with respect to (1) specified indemnification obligations of LGC, (2) Services to be provided by LGC 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 Omnibus Agreement, as it may be amended, modified or supplemented from time to time in accordance with the terms hereof.

"***Audit Right***" is defined in Article IX.

"***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.

"***Closing Date***" is defined in the Preamble.

"***Common Unit***" is defined in the MLP Agreement.

"***Confidential Information***" means all information, including information relating to the MLP Group, (i) furnished to LGC or its 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 LGC or its representatives containing or based in whole or in part on any such furnished information.

"***Conflicts Committee***" is defined in the MLP Agreement.

"***Contribution***" is defined in the Recitals.

"***Contribution Agreement***" means the Merger, Contribution, Conveyance and Assumption Agreement dated as of the Closing Date by and among the MLP, the General Partner, LGC, Lehigh Kimber Realty, LLC, Energy Realty OP LP, EROP — Ohio Holdings, LLC, Kwik Pik Realty — Ohio Holdings, LLC, Kwik Pik, - Ohio Holdings, LLC, Kimber Petroleum Corporation, Lehigh Gas Wholesale Services, Inc., Lehigh Gas Wholesale 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.

"***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 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 Occupational Safety and Health 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 through the Closing 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.

"***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.

"***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 6.2.

"***Indemnifying Party***" is defined in Section 2.3(a).

"***Initial Term***" means the period from the Closing Date until 12:01 a.m. on the forty-second month anniversary of the Closing Date (or the next Business Day thereafter).

"***LGC***" is defined in the Preamble.

"***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 the Closing Date.

"***LGC Indemnified Party***" is defined in Section 6.2.

"***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 Closing Date, 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 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 LGC and Topper cease to Control 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 the Closing Date.

"***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.

"***Offering***" means the initial public offering of Common Units as contemplated in the Registration Statement.

"***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).

"***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, injecting, escaping, leaching, dumping or disposing into the environment.

"***Services***" means the services to be provided by or on behalf of LGC 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).

"***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 the Closing Date; 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 with the Closing Date and ending on the date of termination of this Agreement pursuant to Section 8.1.

"***Topper***" is defined in the Preamble.

"***Variable Management Fee***" 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 the Closing Date as described in the Registration Statement or (B) are intended to be used by the MLP Group from and after the Closing Date as described in the Registration Statement, and (ii) of the owner or operator of the MLP Assets to obtain, prior to the Closing Date, 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 most recent 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 the Closing Date; 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 the three and one-half (3½) year anniversary of the Closing Date 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 Contribution 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 the Parties from whom indemnification is sought pursuant to this Article II (each, an "***Indemnifying Party***") 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 the Indemnifying Party is materially prejudiced by such delay or omission.

(b) The Indemnifying Party 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 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, the Indemnifying Party 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) the Indemnifying Party diligently and promptly pursues the completion of the Environmental Activity so as to attain Environmental Closure, and (iv) the Indemnifying Party 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. The Indemnifying Party'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 the Indemnifying Parties 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 the Indemnifying Parties 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 the Indemnifying Parties of any files, records or other information of the MLP Indemnified Parties that Indemnifying Parties consider relevant to such defense and the making available to Indemnifying Parties of any employees of the MLP Indemnified Parties; provided, however, that in connection therewith Indemnifying Parties agree 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 Indemnifying Parties 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. The Indemnifying Parties agree to keep any such counsel hired by the MLP Indemnified Parties reasonably informed as to the status of any such defense, but Indemnifying Parties 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 the Indemnifying Parties. To the extent that Indemnifying Parties have 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, Indemnifying Parties 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 the Partnership and its subsidiaries to be named as additional insureds under its environmental insurance policies, except for the remediation cost containment policies set forth on Exhibit B hereto (and any replacements thereof). With respect to the remediation cost containment policies set forth on Exhibit B hereto (and any replacements thereof), LGC shall use commercially reasonable efforts to cause the Partnership and its subsidiaries to be named as additional insureds under such policies.

(g) LGC hereby agrees to use commercially reasonable efforts to (i) realize any applicable insurance proceeds under the remediation cost containment policies set forth on Exhibit B hereto (and any replacements thereof) and (ii) access escrow accounts with respect to which LGC is the beneficiary that are attributable to a Property for which the MLP Indemnified Parties are entitled to indemnification hereunder.

(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: (a) 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. (***"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 Services as direct remittances to Services; (b) any losses, deductions and expenditures paid and/or incurred by the Partnership and/or any other MLP Group member (other than Services) for and/or in respect of any MLP Covered Environmental Losses and other Losses for which such payment(s) referred to in clause (a) 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 (b) and otherwise under the MLP Agreement shall also not exceed the aggregate amount of the payment(s) referred to in clause (a) that are actually made by, and credited to the Capital Account of, LGC; and (c) 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. LGC and Topper agree to (and to cause their applicable Affiliates to) assign to the MLP all 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. If such legal rights are not assignable 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. During the Term, LGC shall provide (or cause to be provided) the Services to the General Partner for the benefit of the MLP Group. LGC 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 LGC. LGC represents and warrants that the services set forth on Exhibit A are sufficient to operate the MLP Assets consistent with past practice.

3.2 LGC 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 LGC to perform the Services and its obligations under this Agreement. LGC shall be permitted to rely on any information or data provided by the General Partner to LGC in connection with the performance of its duties and provision of Services under this Agreement, except to the extent that LGC 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, LGC 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 in connection with the ownership or operation of the MLP Assets during the one-year period prior to the Closing Date, 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 LGC is permitted to arrange for contracts with third parties for goods and services in connection with the provision of the Services, LGC 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. LGC 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 LGC 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, LGC shall separately maintain, and not commingle, the assets of the General Partner or the MLP Group with those of LGC or any other Person.

4.5 Insurance. LGC 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 LGC, insurance coverages in the types and minimum limits as the Parties determine to be appropriate and as is consistent with standard industry practice and LGC's past practices. LGC 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 Closing Date.

4.6 Third-Party Intellectual Property. If LGC uses or licenses intellectual property owned by third parties in the performance of the Services, LGC 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 LGC REIMBURSEMENT

5.1 Management Fee.

(a) The Partnership shall pay LGC a management fee for providing the Services in an amount equal to (1) $420,000 per month (the "***Base Management Fee***") plus (2) $0.0025 for each gallon of motor fuel distributed by the Partnership and its subsidiaries per month (the "***Variable Management Fee***" and, together with the Base Management Fee, the "***Management Fee***"). The first Base Management Fee, which shall be pro rated based on the number of days remaining in the month of the Closing Date, shall be due and payable on the Closing Date and each subsequent 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 LGC as soon as practicable upon receipt by the General Partner of an invoice from LGC setting forth the Variable Management Fee owed by the Partnership to LGC. If requested by the General Partner, LGC's invoice for the Variable Management Fee shall provide reasonably detailed documentation supporting the gallons of motor fuel distributed reflected on such invoice.

(b) At the end of each calendar year (i) the Partnership shall have the right to submit to LGC 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 LGC 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) LGC shall have the right to submit to the Partnership a proposal to increase the amount of the Management Fee for such year if LGC believes, in good faith, that the Services performed by LGC 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, LGC 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 LGC 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 LGC the amount of any increase for such year. 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 LGC. 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, LGC and the Partnership shall negotiate in good faith to determine the appropriate modification or alteration of the Management Fee.

5.2 LGC Reimbursement.

(a) Subject to the limitations set forth in paragraph A of Exhibit A, the MLP shall reimburse LGC for all reasonable out of pocket third party fees, costs, taxes and expenses incurred by LGC or the General Partner on the Partnership's or its subsidiaries' behalf in connection with providing the Services required to be provided by LGC 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 LGC 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 date hereof; 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 LGC upon receipt by the General Partner of an invoice from LGC setting forth amounts due under Section 5.2(a). If requested by the General Partner, LGC'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 LGC, 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 LGC in connection with the provision of Services. The General Partner shall nevertheless pay LGC 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 LGC in connection with the provision of Services, such amount or portion thereof (as the case may be) shall be refunded by LGC 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 LGC.

(b) If, within 20 days after receipt of any written exception pursuant to Section 5.4(a), the General Partner and LGC 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 LGC may submit the dispute to an independent third party auditing firm that is mutually agreeable to the MLP Group, on the one hand, and LGC, 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 LGC) 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 Services, but except to the extent arising out of the willful misconduct of any MLP Services Indemnified Party.

(b) Except for claims under Section 6.1(a), in no event shall the aggregate liability of LGC 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.

6.2 Indemnification by the MLP. The MLP hereby agrees to defend, indemnify and hold harmless LGC and its members, partners and Affiliates (other than the MLP Group) and each of their respective officers, managers, directors, employees and agents (each, a "***LGC Indemnified Party***" and, collectively with the MLP Services 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 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 (a) arise out of any acts or

omissions of the LGC Indemnified Parties in connection with the provision of (or failure to provide) Services or (b) 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.

6.3 Negligence; Strict Liability. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1 AND SECTION 6.2, THE DEFENSE AND INDEMNITY OBLIGATIONS IN SECTION 6.1 AND SECTION 6.2 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. BOTH PARTIES AGREE 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.

6.4 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 6.4(a) SHALL NOT LIMIT A PARTY'S RIGHT TO RECOVERY UNDER SECTION 6.1 OR SECTION 6.2 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 OR SECTION 6.2.

(b) OTHER THAN AS SET FORTH IN SECTION 4.1, LGC 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 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 LGC TO RELY ON AND TO ENFORCE SUCH WARRANTY.

6.5 Survival. The provisions of this Article VI shall survive the termination of this Agreement.

ARTICLE VII
CONFIDENTIALITY

7.1 Confidential Information.

(a) Non-disclosure. LGC shall maintain the confidentiality of all Confidential Information; provided, however, that LGC may disclose such Confidential Information:

(i) to its Affiliates to the extent deemed by LGC 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 LGC and the MLP Group arising hereunder;

(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 LGC 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, 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) to LGC's existing or potential lenders, investors, joint interest owners, purchasers or other parties with whom LGC may enter into contractual relationships, to the extent deemed by LGC to be reasonably necessary or desirable to enable it to perform the Services; provided, however, that LGC 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 LGC of its obligation arising under this Section 7.1(a).

LGC acknowledges and agrees that the Confidential Information is being furnished to LGC 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.

(b) Business Conduct. Subject to the last sentence of Section 7.1(a), nothing in this Article VII shall prohibit the MLP, 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. 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, 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 LGC, 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 LGC 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 material breach of this Agreement, if (i) such breach is not remedied within 60 days after LGC'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 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;

(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.

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

At any time during the Term and for one year thereafter, the General Partner shall have the right to review and, at the General Partner's expense, to copy, the books and records maintained by LGC relating to the provision of the Services. In addition, to the extent necessary to verify the performance by LGC of its obligations under this Agreement, the General Partner shall have the right, at the General Partner's expense, to audit, examine and make copies of or extracts from the books and records of LGC (the "***Audit Right***"). The General Partner may exercise the Audit Right through such auditors as the General Partner may determine in its sole discretion. The General Partner shall (a) exercise the 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.

ARTICLE X
BUSINESS OPPORTUNITIES

10.1 Right of First Refusal. Topper, LGC and LGO hereby agree, and will cause their controlled Affiliates to agree, for so long as Topper, LGC or their controlled Affiliates, individually or as part of a group, control the General Partner, that if 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, 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, at a price equal to the purchase price paid or to be paid by Topper, LGC, LGO or their controlled Affiliates plus any related transaction costs and expenses incurred by Topper, LGC, LGO or their controlled Affiliates, such assets or business either before Topper, LGC, LGO or their controlled Affiliates acquire such assets or business or 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, for so long as Topper, LGC, LGO or their controlled affiliates, individually or as part of a group, control the General Partner, to notify the Partnership of their desire to sell any of its assets or businesses if Topper Group, 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. 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. This right of first offer will not apply to the sale of any assets or interests that Topper, LGC, LGO or their Affiliates own at the closing of the Offering that are not contributed to the Partnership in connection with the Offering.

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 or LGC, 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 (i) 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; (ii) 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; (iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) 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, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper; (iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; and (v) 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 (v) 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:

702 West Hamilton Street, Suite 203
Allentown, PA 18101
Attention: Chief Executive Officer
Telephone: (610) 625-8000
Facsimile: (610) 776-6720

To the MLP Group:

702 West Hamilton Street, Suite 203
Allentown, PA 18101
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 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, 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 Closing Date.

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 GP LLC, a Delaware limited liability company

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

LEHIGH GAS CORPORATION, a Delaware corporation

By: /s/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: 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/ Joseph V. Topper, Jr.
Name: Joseph V. Topper, Jr.
Title: General 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, LGC consistent with LGC's past practice in providing such services to manage and operate the MLP Assets and will not be outsourced to an independent third party, unless (1) it is an out of pocket expense associated with being a public company, or (2) LGC, believes, in good faith, that such services require a specialized level of expertise that LGC 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 LGC); 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, LGC; 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.

EXHIBIT B

REMEDIATION COST CONTAINMENT POLICIES

NONE

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of October 30, 2012, by and among Lehigh Gas Partners LP, a Delaware limited partnership (the "Partnership"), Joseph V. Topper, Jr., John B. Reilly, III, Lehigh Gas Corporation, a Delaware corporation, Kimber Petroleum Corporation, a New Jersey corporation, and Kwik Pik — Ohio Holdings, LLC, a Delaware limited liability company.

WHEREAS, this Agreement is made in connection with the transactions contemplated by the Merger, Contribution, Conveyance and Assumption Agreement dated October 30, 2012 (the "Contribution Agreement") by and among the parties hereto; and

WHEREAS, the Partnership has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Holders (as defined herein) pursuant to the Contribution Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein without definition shall have the meanings given to them in the First Amended and Restated Agreement of Limited Partnership of the Partnership dated October 30, 2012, as amended from time to time (the "Partnership Agreement"). The terms set forth below are used herein as so defined:

"Adverse Effect" has the meaning given to such term in Section 2.02(d).

"Affiliate" means, with respect to a specified Person, directly or indirectly controlling, controlled by, or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning given to such term in the introductory paragraph.

"Commission" has the meaning given to such term in Section 1.02.

"Contribution Agreement" has the meaning given to such term in the recitals of this Agreement.

"Effectiveness Period" has the meaning given to such term in Section 2.01.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

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

"Holder" means the record holder of any Registrable Securities.

"Holder Indemnitees" has the meaning given to such term in Section 2.09(a).

"IPO" means the initial offering of the Common Units to the public as described in that certain registration statement (file no. 333-181370) filed with the Commission on Form S-1.

"Losses" has the meaning given to such term in Section 2.09(a).

"Managing Underwriter" means, with respect to any Underwritten Offering, the book-running lead manager of such Underwritten Offering.

"Notice" has the meaning given to such term in Section 2.01.

"Partnership" has the meaning given to such term in the introductory paragraph.

"Partnership Agreement" has the meaning given to such term in the introductory paragraph of this Section 1.01.

"Person" means any individual, corporation, partnership, voluntary association, partnership, joint venture, trust, limited liability partnership, unincorporated organization, government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Piggyback Notice" has the meaning given to such term in Section 2.03(a).

"Piggyback Registration" has the meaning given to such term in Section 2.03(a).

"Registrable Securities" means the aggregate number of (a) Common Units issued (or issuable) pursuant to the Contribution Agreement, (b) Subordinated Units, and (c) Common Units issuable upon conversion of the Subordinated Units pursuant to the terms of the Partnership Agreement, which Registrable Securities are subject to the rights provided herein until such rights terminate pursuant to the provisions hereof; provided that, for the avoidance of doubt, "Registrable Securities" shall not include the Firm Units or the Option Units (in each case as defined in the Contribution Agreement).

"Registration Expenses" has the meaning given to such term in Section 2.07(b).

"Registration Statement" has the meaning given to such term in Section 2.01.

"Requesting Holders" has the meaning given to such term in Section 2.02(a).

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Expenses" has the meaning given to such term in Section 2.07(b).

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to a Registration Statement.

"Underwritten Offering" means an offering (including an offering pursuant to a Registration Statement) in which Common Units and/or Subordinated Units are sold to an underwriter on a firm commitment basis for reoffering to the public or an offering that is a "bought deal" with one or more investment banks.

Section 1.02 Registrable Securities. Any Registrable Security will cease to be a Registrable Security (a) at the time a Registration Statement covering such Registrable Security has been declared effective by the Securities and Exchange Commission (the "Commission"), or otherwise has become effective, and such Registrable Security has been sold or disposed of pursuant to such Registration Statement; (b) at the time such Registrable Security has been disposed of pursuant to Rule 144 (or any similar provision then in effect under the Securities Act) promulgated by the Commission pursuant to the Securities Act; (c) if such Registrable Security is held by the Partnership or one of its Subsidiaries; (d) at the time such Registrable Security has been sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such securities; and (e) if such Registrable Security has been sold in a private transaction in which the transferor's rights under this Agreement are assigned to the transferee and such transferee is not an Affiliate of the General Partner at such time, at the time that is two years following the later of (i) if the Registrable Security is a Subordinated Unit, the conversion of the Subordinated Units into Common Units, and (ii) the transfer of such Registrable Security to such transferee.

ARTICLE II

REGISTRATION RIGHTS

Section 2.01 Demand Registration. At any time after the expiration of any applicable lock-up period agreed to by any Holder with the Managing Underwriter in connection with the IPO (or if such lock-up period is waived by such Managing Underwriter, from and after such earlier date), upon the written request (a "Notice") by a Holder or Holders collectively owning at least 250,000 of the then outstanding Registrable Securities, subject to adjustment pursuant to Section 3.04, the Partnership shall file with the Commission, as soon as reasonably practicable, but in no event more than 60 days following the receipt of the Notice, a registration statement under the Securities Act (each, a "Registration Statement") providing for the resale of the Registrable Securities. Each Registration Statement shall be on (i) Form S-3 providing for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act relating to the offer and sale of securities from time to time (a "Shelf Registration Statement"), or (ii) if the Partnership is not then eligible to file on Form S-3, Form S-1 or another form pursuant to any other rule or regulation promulgated under the Securities Act, or any successor rule that may be adopted by the Commission. The Partnership shall use its commercially reasonable efforts to cause each Registration Statement to be declared effective by the Commission as soon as reasonably practicable after the initial filing of the Registration Statement. Any Registration Statement shall provide for the resale pursuant to any method or combination of methods legally available and requested by the Holders of any and all Registrable Securities covered by such Registration Statement. The Partnership shall use its commercially reasonable efforts to cause

each Registration Statement filed pursuant to this Section 2.01 to be continuously effective, supplemented and amended to the extent necessary to ensure that it is available for the resale of all Registrable Securities by the Holders until all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities (the "Effectiveness Period"). Each Registration Statement when effective (and the documents incorporated therein by reference) shall comply as to form in all material respects with all applicable requirements of the Securities Act and shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. There shall be no limit on the number of Registration Statements that may be required by the Holders hereunder.

Section 2.02 Underwritten Offerings.

(a) Request for Underwritten Offering. In the event that one or more Holders collectively elect to dispose of at least 500,000 Registrable Securities (the "Requesting Holders"), subject to adjustment pursuant to Section 3.04, under a Registration Statement pursuant to an Underwritten Offering, the Partnership shall, upon request by such Requesting Holders, retain underwriters in order to permit such Holders to effect such sale through an Underwritten Offering. The obligation of the Partnership to retain underwriters at the Requesting Holders' request shall include entering into an underwriting agreement in customary form with the Managing Underwriter or underwriters, which shall include, among other provisions, indemnities to the effect and to the extent provided in Section 2.09 and taking all reasonable actions as are requested by the Managing Underwriter or underwriters to expedite or facilitate the disposition of such Registrable Securities. The Partnership shall, upon request of the Holders, cause its management to participate in a roadshow or similar marketing effort on behalf of the Selling Holders.

(b) Limitation on Underwritten Offerings. Notwithstanding Section 2.01, in no event shall the Partnership be required hereunder to participate in more than two Underwritten Offerings in any 12-month period.

(c) General Procedures. In connection with any Underwritten Offering under this Agreement, the Holders of a majority of the Registrable Securities to be sold in an Underwritten Offering shall select the investment banking firm or firms to manage the Underwritten Offering; provided that such selection shall be subject to the consent of the Partnership, which consent shall not be unreasonably withheld or delayed. In connection with any Underwritten Offering under this Agreement, each Selling Holder and the Partnership shall be obligated to enter into an underwriting agreement that contains such representations, covenants, indemnities and other rights and obligations as are customary in underwriting agreements for firm

commitment offerings of securities. No Selling Holder may participate in such Underwritten Offering unless such Selling Holder agrees to sell its Registrable Securities on the basis provided in such underwriting agreement and completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of such underwriting agreement; provided, however, that the obligation of such Selling Holder to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Selling Holders, and the liability of each such Selling Holder shall be in proportion thereto, and provided, further, however, that such liability shall be

limited to the net amount received by such Selling Holder from the sale of his, her or its Registrable Securities pursuant to such Underwritten Offering. Each Selling Holder may, at its option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Partnership to and for the benefit of such underwriters also be made to and for such Selling Holder's benefit and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also be conditions precedent to such Selling Holder's obligations. No Selling Holder shall be required to make any representations or warranties to or agreements with the Partnership or the underwriters other than representations, warranties or agreements regarding such Selling Holder and its ownership of the securities being registered on its behalf, its intended method of distribution and any other representation required by law. If any Selling Holder disapproves of the terms of an underwriting, such Selling Holder may elect to withdraw from the Underwritten Offering by notice to the Partnership and the Managing Underwriter; provided, however, that such withdrawal must be made at a time prior to the time of pricing of such Underwritten Offering. No such withdrawal shall affect the Partnership's obligation to pay Registration Expenses.

(d) Priority in Underwritten Offerings. Notwithstanding anything to the contrary contained herein, no Registrable Securities to be sold for the account of any Person (including the Partnership) other than the Requesting Holder(s) shall be included in a Underwritten Offering unless the Managing Underwriter or underwriters shall advise the Requesting Holder(s) in writing that the inclusion of such Registrable Securities will not adversely affect the price, timing or distribution of the offering or otherwise adversely affect its success (an "Adverse Effect"). Furthermore, if the Managing Underwriter or underwriters shall advise the Requesting Holder(s) that, even after exclusion of all securities of other Persons pursuant to the immediately preceding sentence, the amount of Registrable Securities proposed to be included in such Underwritten Offering by Requesting Holders is sufficiently large to cause an Adverse Effect, the Registrable Securities of the Requesting Holders to be included in such Underwritten Offering shall equal the number of securities which the Requesting Holders are so advised can be sold in such offering without an Adverse Effect and such securities shall be allocated pro rata among the Requesting Holders on the basis of the number of Registrable Securities requested to be included in such registration by each such Requesting Holder.

Section 2.03 Piggyback Rights.

(a) Participation. If the Partnership proposes to file, whether for its own account or for the account of any Holders or any third parties: (i) a shelf registration statement (including a Shelf Registration Statement contemplated by Section 2.01), (ii) a prospectus supplement to an effective Registration Statement contemplated by Section 2.01, or (iii) a registration statement other than a shelf registration statement (other than a registration statement on Forms S-4 or S-8 or any successor forms thereto) (each, a "Piggyback Registration"), then the Partnership shall give prompt written notice (a "Piggyback Notice") (including notice by electronic mail) to each Holder holding at least three percent (3%) of the then-outstanding Registrable Securities regarding such proposed registration, and such notice shall offer such Holders the opportunity to include in such Piggyback Registration such number of Registrable Securities as each such Holder may request. Each Piggyback Notice shall specify, at a minimum, the number of Registrable

Securities proposed to be registered, the proposed date of filing of such Piggyback Registration with the Commission, the proposed means of distribution, the proposed Managing Underwriter or underwriters (if any and if known) and a good faith estimate by the Partnership of the proposed minimum offering price of such Registrable Securities. Each such Holder shall make such request in writing to the Partnership (including by electronic mail) within 5 business days (or one business day in connection with any overnight or bought Underwritten Offering) after the receipt of any such Piggyback Notice, which request shall specify the number of Registrable Securities intended to be disposed of by such Holder and, subject to the terms and conditions of this Agreement, the Partnership shall use its commercially reasonable efforts to cause all Registrable Securities held by such Holders to be included in such Piggyback Registration; provided that:

(i) if, at any time after giving written notice of its intention to register securities and prior to the effective date of the Registration Statement filed in connection with such registration, the Partnership shall determine for any reason not to register such securities, the Partnership may, at its election, give written notice of such determination within 5 business days thereof to each Holder and, thereupon, shall not be obligated to register any Registrable Securities in connection with such registration (but shall nevertheless pay the Registration Expenses in connection therewith), without prejudice, however, to the rights of the Holders that a registration be effected under Section 2.01 or Section 2.02; and

(ii) subject to Section 2.02(d), if in connection with a Piggyback Registration, the Managing Underwriter of such registration (or, in the case of an offering that is not an Underwritten Offering, a nationally recognized investment banking firm) shall advise the Partnership that, in its reasonable opinion, the number of securities requested and otherwise proposed to be included in such registration exceeds the number which can be sold in such offering without an Adverse Effect, then in the case of any Piggyback Registration, the Partnership shall include in such registration the following securities which the Partnership is so advised can be sold in such offering without such Adverse Effect,

(A) if the Piggyback Registration relates to an offering for the Partnership's own account, then (i) first, the securities the Partnership proposes to sell and (ii) second, subject to Section 2.12, the Registrable Securities requested to be included in such registration, pro rata among the Holders of such Registrable Securities; or

(B) if the Piggyback Registration relates to an offering initiated by Requesting Holders, then (i) first, the Registrable Securities requested to be included therein by the Requesting Holders requesting such registration and the Registrable Securities requested to be included in such registration pursuant to a Piggyback Notice, pro rata among the Holders of such Registrable Securities, and (ii) second, any other securities requested to be included in such registration; or

(C) if the Piggyback Registration relates to an offering by a third party or parties holding registration rights other than the Holders, then (i) first, the securities requested to be included therein by the third party or parties requesting such registration, and (ii) second, any other securities requested to be included in such registration, including the Registrable Securities requested to be included in such registration pursuant to a Piggyback Notice, pro rata among the Holders.

Section 2.04 Delay Rights. If the General Partner determines that the Partnership's compliance with its obligations under Section 2.01 or Section 2.02(a) would be materially detrimental to the Partnership and its Limited Partners because such registration would (a) materially interfere with a significant acquisition, reorganization, financing or other similar transaction involving the Partnership, (b) require premature disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (c) render the Partnership unable to comply with applicable securities laws, then the Partnership shall have the right to postpone compliance with its obligations under Section 2.01 or Section 2.02(a), and, if applicable, have the right to suspend sales of Registrable Securities pursuant to an effective Registration Statement; provided, the Board of Directors of the General Partner must provide written notice to the affected Holders promptly after such determination, and provided further, that in no event shall this Section 2.04 be utilized for a period that exceeds an aggregate of 45 days in any 180-day period or 90 days in any 365-day period, in each case, exclusive of days covered by any lock-up agreement executed by a Party in connection with an Underwritten Offering. Upon disclosure of any information or the termination or subsequent inapplicability of a condition described in (a) through (c) above, the Partnership shall provide prompt notice to the affected Holders, shall promptly terminate any suspension of sales it has put into effect and shall take such other actions to permit sales of Registrable Securities as contemplated in this Agreement.

Section 2.05 Sale Procedures. In connection with its obligations under this Article II, the Partnership will, as expeditiously as possible:

(a) prepare and file with the Commission a Registration Statement on an appropriate form under the Securities Act, including any such amendments and supplements to each Registration Statement and the prospectus or prospectus supplement used in connection therewith as may be necessary to keep each Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;

(b) if a prospectus or prospectus supplement will be used in connection with the marketing of an Underwritten Offering and the Managing Underwriter notifies the Partnership in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information in such prospectus or prospectus supplement is of material importance to the success of the Underwritten Offering of such Registrable Securities, the Partnership shall use its commercially reasonable efforts to include such information in such prospectus or prospectus supplement;

(c) furnish to each Selling Holder, upon request, (i) as far in advance as reasonably practicable before filing a Registration Statement or any supplement or amendment thereto, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing a Registration Statement or supplement or amendment thereto, and (ii) such number of copies of such Registration Statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement;

(d) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by a Registration Statement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing Underwriter, shall reasonably request; provided, however, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process in any jurisdiction where it is not then so subject;

(e) promptly notify each Selling Holder, at any time when a prospectus is required to be delivered under the Securities Act, of (i) the filing of a Registration Statement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any post-effective amendment thereto, when the same has become effective; and (ii) any written comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to a Registration Statement or any prospectus or prospectus supplement thereto;

(f) immediately notify each Selling Holder, at any time when a prospectus is required to be delivered under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of the prospectus contained therein, in the light of the circumstances under which a statement is made); (ii) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Partnership agrees to, as promptly as practicable, amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(g) upon request and subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to any offering of Registrable Securities;

(h) in the case of an Underwritten Offering, furnish, upon request, (i) an opinion of counsel for the Partnership dated the date of the closing under the underwriting agreement and (ii) a "cold comfort" letter, dated the pricing date of such Underwritten Offering (to the extent available) and a letter of like kind dated the date of the closing under the underwriting agreement, in each case, signed by the independent public accountants who have certified the Partnership's financial statements included or incorporated by reference into the applicable Registration Statement, and each of the opinion and the "cold comfort" letter shall be in customary form and covering substantially the same matters with respect to such Registration Statement (and the prospectus and any prospectus supplement included therein) as have been customarily covered in opinions of issuer's counsel and in accountants' letters delivered to the underwriters in Underwritten Offerings of securities by the Partnership and such other matters as such underwriters and Selling Holders may reasonably request;

(i) otherwise use its commercially reasonable efforts to comply with the Securities Act, the Exchange Act, all applicable rules and regulations of the Commission, and any other applicable securities laws, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(j) make available to the appropriate representatives of the Managing Underwriter and Selling Holders access to such information and Partnership personnel as is reasonable and customary (i) to enable such parties to establish a due diligence defense under the Securities Act, and (ii) for assistance in the selling efforts relating to the Registrable Securities, including, but not limited to, the participation of such members of the Partnership's management in road show presentations;

(k) cause all Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Partnership are then listed;

(l) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Partnership to enable the Selling Holders to consummate the disposition of the Registrable Securities;

(m) provide a transfer agent and registrar for all Registrable Securities covered by a Registration Statement not later than the effective date of such Registration Statement;

(n) cooperate with each Holder and each underwriter and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority;

(o) cooperate with the Selling Holders and the Managing Underwriter to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under applicable law or the Partnership Agreement) representing securities sold under any Registration Statement, and enable such securities to be in such denominations and registered in such names as the Managing Underwriter or such Selling Holders may request and keep available and make available to the Partnership's transfer agent prior to the effectiveness of such Registration Statement a supply of such certificates; and

(p) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of the Registrable Securities.

Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in subsection (f) of this Section 2.05, shall forthwith discontinue dispositions of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder's receipt of the copies of the supplemented or amended prospectus or prospectus supplement contemplated by subsection (f) of this Section 2.05 or until it is advised in writing by the Partnership that the use of the prospectus or prospectus supplement may be resumed, and has received copies of any additional or supplemental filings incorporated by reference in the prospectus or prospectus supplement.

Section 2.06 Cooperation by Holders. The Partnership shall have no obligation to include in a Registration Statement, or in an Underwritten Offering pursuant to Section 2.02(a), Registrable Securities of a Holder who has failed to timely furnish such information that the Partnership determines, after consultation with counsel, is reasonably required in order for the Registration Statement or prospectus or prospectus supplement, as applicable, to comply with the Securities Act.

Section 2.07 Expenses.

(a) Expenses. The Partnership will pay all Registration Expenses including in the case of an Underwritten Offering, regardless of whether any sale is made in such Underwritten Offering. Each Selling Holder shall pay all Selling Expenses in connection with any sale of its Registrable Securities hereunder. In addition, except as otherwise provided in Section 2.09, the Partnership shall not be responsible for legal fees incurred by Holders from their individually retained counsel in connection with the exercise of such Holders' rights hereunder.

(b) Certain Definitions. "Registration Expenses" means all expenses incident to the Partnership's performance under or compliance with this Agreement to effect the registration of Registrable Securities on a Registration Statement pursuant to Section 2.01 or Section 2.03 and/or in connection with an Underwritten Offering pursuant to Section 2.02(a) or Section 2.03, and the disposition of such Registrable Securities whether or not any

Registration Statement becomes effective, including, without limitation, all registration, filing, securities exchange listing and securities exchange fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws, fees of the Financial Industry Regulatory

Authority, fees of transfer agents and registrars, all word processing, duplicating and printing expenses, any transfer taxes and the fees and disbursements of counsel and independent public accountants for the Partnership, including the expenses of any opinions, special audits or "cold comfort" letters required by or incident to such performance and compliance. "Selling Expenses" means all underwriting fees, discounts and selling commissions applicable to the sale of Registrable Securities.

Section 2.08 Restrictions on Public Sale by Holders of Registrable Securities. Each Holder who, along with its Affiliates, holds at least 5% of the then outstanding Common Units, subject to adjustment pursuant to Section 3.04, if requested by the Managing Underwriter of an Underwritten Offering, agrees to enter into a customary letter agreement with underwriters providing such Holder will not effect any public sale or distribution of the Registrable Securities during the 90 calendar day period beginning on the date of a prospectus or prospectus supplement filed with the Commission with respect to the pricing of an Underwritten Offering, provided that (i) the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the Partnership or the officers or directors of the General Partner or any other unitholder of the Partnership on whom a restriction is imposed, and (ii) the restrictions set forth in this Section 2.08 shall not apply to any Registrable Securities that are included in such Underwritten Offering by such Holder.

Section 2.09 Indemnification.

(a) By the Partnership. The Partnership agrees to indemnify and hold harmless each Selling Holder, its directors, officers, employees and agents, and each Person, if any, who controls such Selling Holder within the meaning of the Securities Act and the Exchange Act, and its directors, officers, employees or agents (collectively, "Holder Indemnitees"), from and against any and all losses, claims, damages, expenses, amounts paid in settlement or liabilities (including reasonable attorneys' fees and expenses) (collectively, "Losses"), joint or several, to which such Holder Indemnitees may become subject under the Securities Act, the Exchange Act, any applicable securities law or otherwise, insofar as such Losses (or investigations, actions or proceedings, whether commenced or threatened, in respect thereof) arise out of, relate to or are based upon any untrue statement or alleged untrue statement of any material fact (in the case of any prospectus or prospectus supplement, in the light of the circumstances under which such statement is made) contained in a Registration Statement, any preliminary prospectus or prospectus supplement, free writing prospectus or final prospectus or prospectus supplement contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus or prospectus supplement, in the light of the circumstances under which they were made) not misleading, and will reimburse each such Holder Indemnitee for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings as such expenses are incurred; provided, however, that the Partnership will not be liable in any such case if and to the extent that any such Loss directly results from an untrue statement or alleged untrue statement or omission or alleged

omission so made in reliance on and in strict conformity with information furnished by such Selling Holder, its directors, officers, employees and agents or such controlling Person in writing specifically for use in a Registration Statement, or prospectus or prospectus supplement or any amendment or supplement thereto, as applicable. Such indemnity, as well as any contribution required by Section 2.09(d) hereof, shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder or any such directors, officers, employees agents or controlling Person, and shall survive the transfer of such securities by such Selling Holder. The reimbursements required by this Section 2.09(a) will be made by periodic payments during the course of the investigation or defense, as and when bills are received or expenses incurred.

(b) By Each Selling Holder. Each Selling Holder agrees severally and not jointly to indemnify and hold harmless the Partnership and the General Partner, their directors, officers, employees and agents and each Person, if any, who controls the Partnership within the meaning of the Securities Act or of the Exchange Act, and its directors, officers, employees and agents, to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in a Registration Statement or prospectus or prospectus supplement relating to the Registrable Securities, or any amendment or supplement thereto; provided, however, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification; provided, further, however, that such Selling Holder shall not be liable in any such case to the extent that prior to the filing of any such Registration Statement or prospectus or prospectus supplement or amendment thereof or supplement thereto, such Selling Holder has furnished in writing to the Partnership information expressly for use in such Registration Statement or prospectus or prospectus supplement or any amendment thereof or supplement thereto which corrected or made not misleading information previously furnished to the Partnership.

(c) Notice. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability that it may have to any indemnified party other than under this Section 2.09. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.09 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably acceptable to the indemnified party or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the

indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnified party shall settle any action brought against it with respect to which it is entitled to indemnification hereunder without the consent of the indemnifying party, unless the settlement thereof imposes no liability or obligation on, and includes a complete and unconditional release

from all liability of, the indemnifying party. If the defense of an indemnification claim is assumed by the indemnifying party pursuant to the provisions hereof, such indemnifying party shall not settle or otherwise compromise the applicable claim unless (x) such settlement or compromise imposes no liability or obligation on, and includes contains a full and unconditional release of, the indemnified party or (y) the indemnified party otherwise consents in writing.

(d) Contribution. If the indemnification provided for in this Section 2.09 is held by a court or government agency of competent jurisdiction to be unavailable to any indemnified party or is insufficient to hold them harmless in respect of any Losses, then each indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of such indemnified party on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations; provided, however, that in no event shall the Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party on the one hand and the indemnified party on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to herein. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such indemnified party in connection with investigating or defending any Loss that is the subject of this paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of fraudulent misrepresentation. Notwithstanding the provisions of this Section 2.09(d), no Selling Holder shall be required to contribute an amount greater than the dollar amount by which the net proceeds received by such Selling Holder with respect to the sale of any Registrable Securities exceeds the amount of damages which such Selling Holder has otherwise been required to pay by reason of any and all untrue or alleged untrue statements of material fact or omissions or alleged omissions of material fact made in any Registration Statement, prospectus or prospectus supplement or any amendment thereof or

supplement thereto related to such sale of Registrable Securities. The Selling Holders' obligations in this Section 2.09(d) to contribute shall be several in proportion to the amount of Registrable Securities registered by them and not joint.

(e) Other Indemnification. The provisions of this Section 2.09 shall be in addition to any other rights to indemnification or contribution that an indemnified party may have pursuant to law, equity, contract or otherwise.

Section 2.10 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Partnership agrees to:

(f) make and keep public information regarding the Partnership available, as those terms are understood and defined in Rule 144 under the Securities Act (or any similar rule or regulation hereafter adopted by the Commission), at all times from and after the date hereof;

(g) file with the Commission in a timely manner all reports and other documents required of the Partnership under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder at all times from and after the date hereof; and

(h) so long as a Holder owns any Registrable Securities, furnish to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Partnership, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

Section 2.11 Transfer or Assignment of Registration Rights. The rights to cause the Partnership to register Registrable Securities granted to a Holder by the Partnership under this Article II may be transferred or assigned by such Holder to one or more transferee(s) or assignee(s) of such Registrable Securities; provided, however, that (a) unless such transferee or assignee is an Affiliate of a party hereto, each such transferee or assignee holds Registrable Securities representing at least 250,000 of the then outstanding Registrable Securities, subject to adjustment pursuant to Section 3.04, (b) the Partnership is given written notice of any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the Registrable Securities with respect to which such registration rights are being transferred or assigned, and (c) each such transferee or assignee agrees to be bound by this Agreement.

Section 2.12 Preservation of Rights. From and after the date hereof, the Partnership shall not, without the prior written consent of the Holders of a majority of Registrable Securities, (i) enter into any agreement with any current or future holder of any securities of the Partnership that would allow such current or future holder to require the Partnership to include securities in any registration statement filed by the Partnership on a basis other than pari passu with, or expressly subordinate to the rights of, the Holders hereunder or (ii) take any action, or permit any

change to occur, with respect to its securities that is inconsistent with, or violates the rights of, the Holders hereunder.

ARTICLE III

MISCELLANEOUS

Section 3.01 Communications. All notices and other communications provided for or permitted hereunder shall be made in writing by facsimile, electronic mail, courier service or personal delivery:

(a) if to a Holder, to such Holder at the address set forth in the books and records of the Partnership;

(b) if to a transferee of a Holder, to such transferee at the address provided pursuant to Section 2.11; and

(c) if to the Partnership:

Lehigh Gas Partners LP
702 West Hamilton Street, Suite 203
Allentown, PA 18101
Attention: Chief Financial Officer
Facsimile: (610) 465-9747

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if sent via facsimile or sent via electronic mail; and when actually received, if sent by courier service or any other means.

Section 3.02 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including subsequent Holders to the extent permitted herein.

Section 3.03 [Intentionally Omitted].

Section 3.04 Recapitalization, Exchanges, Etc. Affecting the Registrable Securities. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all securities of the Partnership or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, splits, recapitalizations, pro rata distributions and the like occurring after the date of this Agreement.

Section 3.05 Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each party, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction,

enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such party from pursuing any other rights and remedies at law or in equity that such party may have.

Section 3.06 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

Section 3.07 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 3.08 Governing Law. The laws of the State of New York shall govern this Agreement.

Section 3.09 Severability of Provisions. Any provision of this Agreement that 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 or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

Section 3.10 Scope of Agreement. The rights granted pursuant to this Agreement are intended to supplement and not to reduce or replace any rights any Holders may have under the Partnership Agreement with respect to the Registrable Securities. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. Except as provided in the Partnership Agreement, there are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Partnership set forth herein. Except as provided in the Partnership Agreement, this Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Section 3.11 Amendment. This Agreement may be amended only by means of a written amendment signed by the Partnership and the Holders of a majority of the then-outstanding Registrable Securities; provided, however, that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

Section 3.12 No Presumption. If any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

Section 3.13 Aggregation of Registrable Securities. All Registrable Securities held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

Section 3.14 Obligations Limited to Parties to Agreement; Holders as Beneficiaries. Each of the parties hereto covenants, agrees and acknowledges that no Person other than the Partnership and the Holders (and their permitted transferees and assignees) shall have any obligation hereunder and that, notwithstanding that one or more of the Holders may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith or therewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Holders or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment

or by any legal or equitable proceeding, or by virtue of any applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Holders or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of the Holders under this Agreement or any documents or instruments delivered in connection herewith or therewith or for any claim based on, in respect of or by reason of such obligation or its creation, except in each case for any transferee or assignee of a Holder hereunder. The Holders, whether or not signatories hereto, and their permitted transferees and assigns shall be beneficiaries of this Agreement.

Section 3.15 Interpretation. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any determination, consent or approval is to be made or given by the Holders under this Agreement, such action shall be in the Holders' sole discretion unless otherwise specified.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

LEHIGH GAS PARTNERS LP
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 CORPORATION

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

KIMBER PETROLEUM CORPORATION

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

KWIK PIK — OHIO HOLDINGS, LLC

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

/s/ Joseph V. Topper, Jr.
Joseph V. Topper, Jr.

/s/ John B. Reilly, III
John B. Reilly, III

PMPA FRANCHISE AGREEMENT

BETWEEN

Lehigh Gas Wholesale LLC
as the "Distributor", with an address of:
702 West Hamilton Street, Suite 203, Allentown, PA 18101

AND

Lehigh Gas — Ohio, LLC
as the "Franchise Dealer", with an address of:
702 West Hamilton Street, Suite 203, Allentown, PA 18101

EFFECTIVE DATE: October 30, 2012

END DATE: October 30, 2027

"Marketing Premises":
The Premises identified on the attached **Exhibit A** — LGO Site List

"Branded Supplier":
The Branded Suppliers identified on the attached **Exhibit A** — LGO Site List

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PMPA FRANCHISE AGREEMENT

This PMPA Franchise Agreement ("Agreement") between the Distributor and Franchise Dealer, takes effect on the Effective Date (Distributor and Franchise Dealer are hereinafter collectively referred to as the "Parties"). Capitalized Terms are as identified on the cover page of this Agreement or as otherwise defined herein.

ARTICLE I
GRANT

1.1 PMPA Franchise Relationship. By this Agreement, the Parties establish a "Franchise" and a "Franchise Relationship" as defined by the Petroleum Marketing Practices Act, 15 U.S.C. Sections 2801-2806 (the "PMPA"). Subject to the terms and conditions of this Agreement:

(a) Distributor grants Franchise Dealer the right to use those Proprietary Marks specified by Distributor from time to time for use in connection with the sale of the Products (as defined in Section 2.1) at the Marketing Premises;

(b) Franchise Dealer shall exclusively purchase the Products from Distributor for retail sale at the Marketing Premises; and

(c) Distributor grants Franchise Dealer the right to sell Products at the Marketing Premises a retail motor-fuels business (the "Motor Fuels Business").

1.2 Related Businesses. Subject to the terms and conditions of this Agreement,

(a) Distributor grants Franchise Dealer the right to operate at the Motor Fuels Business at Marketing Premises as well as the additional related business(es) identified in Section 1.2(c) (the "Related Businesses"*), if any, and to use in connection with the Related Businesses the Proprietary Marks specified by Distributor from time to time for use in connection with the Related Businesses. Franchise Dealer may operate a Related Business only if Franchise Dealer complies with Distributor's requirements for that Related Business including those requirements contained in Article IV and in the attachments referred to in Section 1.3. If Franchise Dealer fails to comply with the requirements for a Related Business, without limiting Distributor's other rights or remedies under applicable Law or under this Agreement or a related or supplemental agreement including termination or non-renewal of this Agreement and the Franchise Relationship, Distributor may require Franchise Dealer to stop operating the Related Business at the Marketing Premises.

(b) During the Term, Franchise Dealer shall operate the Related Businesses at the Marketing Premises and shall not operate any other businesses or activities at the Marketing Premises or change, delete or add a Related Business unless agreed in writing by the Parties. Nothing contained in this Section 1.2 may be construed as limiting or preventing Distributor from changing, deleting or adding:

(i) a Related Business if this Franchise Agreement is terminated or non-renewed or upon the termination or non-renewal of any supplemental or related agreement,
(ii) any Proprietary Marks used in connection with a Related Business, or
(iii) a Related Business as permitted under an agreement relating to that business.

(c) The Related Businesses permitted under this Agreement consist only of those business identified on **Exhibit A** attached to this Agreement.

1.3 Related Business Attachments. In operating Related Businesses, Franchise Dealer shall comply with Distributor's requirements for that Related Business which when provided to Franchise Dealer and acknowledged by Franchise Dealer, in writing, shall be deemed incorporated into this Agreement.

1.4 No Exclusive Marketing Rights. This Agreement and the Franchise Relationship created by this Agreement do not give Franchise Dealer an exclusive right in any market or geographic area to sell the Products or conduct any of the Related Businesses. At Distributor's sole discretion, it and its Affiliates may compete with Franchise Dealer by any means, including but not limited to by:

(a) supplying or continuing to supply at locations of its choice Products and other motor fuels to others; or

(b) directly selling motor fuels or operating retail service stations, convenience stores, automotive repair and other services, and other related businesses, at locations of its choice.

1.5 Term. The term of this Agreement shall begin on Effective Date identified on the cover page to this Agreement, and end on End Date identified on the cover page to this Agreement, unless terminated earlier under the provisions of

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this Agreement (the "Term"). By writing furnished to Franchise Dealer, Distributor may grant temporary extensions of the Term for periods not exceeding 180 days for each extension. An extension is not to be construed as a renewal of this Agreement or of the Franchise Relationship.

1.6 No Franchise Dealer Right to Purchase. No provision of this Agreement, including any provision of this Article I, shall be construed as granting Dealer a right to purchase any of the Marketing Premises.

1.7 Lease/Sublease for Marketing Premises. The Franchise Dealer, as tenant, and certain affiliates of Distributor, as landlord, are parties to certain Lease/Sublease Agreements for the Marketing Premises (each a "Lease/Sublease" and collectively, the "Leases/Subleases"). Franchise Dealer agrees that in the event that the Lease/Sublease for a particular Marketing Premises is terminated pursuant to the terms of such Lease/Sublease, then the Franchise Dealer and Distributor shall execute an amendment to this Agreement which shall delete the applicable Marketing Premises from **Exhibit A** and, except for those provisions of this Agreement that expressly survive the expiration or termination of this Agreement, such Marketing Premise shall thereafter be deemed severed from this Agreement.

ARTICLE II
PURCHASE AND DELIVERY OF PRODUCTS

2.1 Purchase Obligation.

(a) Franchise Dealer shall use good-faith and best efforts to maximize the sale at the Marketing Premises of the Products. "Products" means motor fuel which is:

(i) sold by Distributor to Franchise Dealer; and

(ii) specified in the schedule entitled "Purchase Schedule" attached hereto as **Exhibit B** and incorporated into this Agreement (the "Purchase Schedule").

(b) Franchise Dealer agrees to buy and receive directly from Distributor all Products sold by Franchise Dealer from the Marketing Premises.

2.2 Prices. The price per gallon to be paid by Franchise Dealer shall be the Distributor's price pursuant to the pricing methodology specified in the Purchase Schedule attached hereto as **Exhibit B**. All prices charged by Seller are subject to the provisions of applicable law.

2.3 Terms of Payment. Franchise Dealer shall pay all amounts due Distributor under this Agreement in U.S. currency in the manner specified by Distributor; and pay for Products and services prior to delivery and provision of Products and services.

The method of payment specified by Distributor may include Distributor' electronic settlement program, automated direct debit system, certified check, bank or other financial-institution check or any other method as Distributor may designate from time to time. Distributor may charge, and Franchise Dealer shall pay, fees as Distributor may from time to time specify and as are permitted by Law, for any late payments, for any checks or bank or other financial-institution debits that are not honored by Franchise Dealer's bank or other financial institution or are otherwise returned or reversed by Franchise Dealer's bank or financial institution. If, as a result of any dishonored checks or debits, Distributor may also charge, and Franchise Dealer shall pay, fees as Distributor may from time to time specify and as are permitted by Law, which fees are determined by Distributor to recoup its costs and expenses in administering Franchise Dealer's payments under this Agreement. Cash discounts, if any, do not apply to taxes, freight charges or container charges, if any. Distributor may withhold, setoff or recoup any amount due and owing Franchise Dealer or held by Distributor on behalf of Franchise Dealer under this Agreement, any related or supplemental agreement or any other agreement between the Parties from or against any amount owed by Franchise Dealer to Distributor and/or any of its related or affiliated entities. In the event there are additional business transactions between Franchise Dealer and Distributor and/or any of Franchise Dealer's related or affiliated entities or individuals, including without limitation those relating to credit sales of products other than those identified herein or promissory notes, then such payments that are not clearly designated shall be applied by Distributor in the following order of priority: (i) trade accounts, (ii) promissory notes, (iii) other amounts due under any other agreement or transactions.

If at any time the financial responsibility of Franchise Dealer shall be deemed impaired or unsatisfactory to Distributor, or should Franchise Dealer be in arrears in Franchise Dealer's account(s) with Distributor, Distributor may require, as a condition of making further deliveries under this Agreement, payment by Franchise Dealer of all past due accounts and cash payment for all future deliveries.

2.4 Credit. In its sole discretion, Distributor may extend credit to Franchise Dealer on terms and conditions as specified by Distributor, and Distributor may modify the terms and conditions of credit, or revoke credit, at any time or from time to time. If any agreement to provide credit is extended by Distributor to Franchise Dealer, such agreement shall be reflected in the Credit Provisions attached to this Agreement as **Exhibit C**.

2.5 Deliveries. Distributor will deliver Products to the Marketing Premises on terms and conditions as specified by Distributor in its sole discretion from time to time. Franchise Dealer shall take all actions necessary to facilitate the receipt of deliveries, including prompt removal of snow and ice from all fill cap areas. Distributor may, but is not obligated to, make single deliveries of Product of less than its standard full load delivery quantity as specified by Distributor from time to time. In that event, Distributor may in its sole discretion, charge Franchise Dealer delivery charges for its standard full load delivery quantity. Franchise Dealer shall participate in and comply with Distributor' Product delivery programs and policies in effect from time to time. If Franchise Dealer fails to comply with or participate in Distributor' delivery program or policy, without limiting any other remedies available to Distributor, Franchise Dealer shall pay to Distributor a reasonable charge imposed in accordance with Distributor' delivery policy or program to recover administrative or delivery costs resulting from Franchise Dealer's noncompliance with the program or policy. Franchise Dealer shall accept delivery of Product whether or not Franchise Dealer or anyone else representing Franchise Dealer is on the Marketing Premises to receive the delivery. Franchise Dealer shall pay for all Product delivered. Passage of title and risk of loss shall be at the point of delivery.

2.6 Other Terms and Conditions of Sale. Franchise Dealer shall use the dispensing and storage facilities that are owned or provided by Distributor or its affiliates, bearing the Branded Supplier name or Proprietary Marks for the storage or sale of the Products. Franchise Dealer shall purchase and resell the Products, and use the Proprietary Marks, brand names and packaging as determined by Distributor and Branded Supplier. Distributor may, at any time, add new products or change the grade, specifications, characteristics or delivery package, brand name or other distinctive designation of any Product sold by Distributor under this Agreement, and the Products so added or changed are subject to this Agreement. Distributor may discontinue the sale of any Product without affecting other rights or obligations of Distributor and Franchise Dealer under this Agreement. As between Distributor and Franchise Dealer, and subject to all applicable law, only Distributor has the right to determine what Products will be offered at the Marketing Premises.

2.7 Distributor Product Certification. Distributor certifies that to the best of its ability and to the extent in its control, at the time of delivery, the Products delivered by it will comply with all fuel requirements under applicable Laws in effect at the time of delivery in the area of the Marketing Premises.

2.8 Franchise Dealer Product Control; Safeguards. Franchise Dealer shall exercise the highest degree of care and diligence in handling, storing, selling and using Products delivered to the Marketing Premises. Franchise Dealer shall not cause or allow any contamination, mixing or adulteration of any Products. Franchise Dealer shall not sell, or offer for sale, from the Marketing Premises, Products which are contaminated or adulterated or fail to meet the Distributor's requirements. Distributor may refuse to make Product deliveries into any tank until, in Distributor's judgment, such quality problems or any problems associated with the storage tank(s) and appurtenances thereto are corrected. Franchise Dealer also shall:

(a) protect Product from adulteration, mixing or contamination by water or other substances;

(b) comply with the provisions in the Leases/Subleases and all applicable environmental laws, regulations, rules, and standards;

(c) inspect all storage tanks daily for water accumulation; where automated water readings are used, a manual stick reading shall be performed and recorded at least monthly to confirm the accuracy of the automated reading;

(d) comply with any procedures developed by Branded Supplier and/or Distributor from time to time to safeguard the integrity of all Products sold from the Marketing Premises;

(e) immediately notify Distributor by telephone and confirmed in writing:

(i) of any suspicion that Product is contaminated, mixed or adulterated,

(ii) if water exceeds 1 inch depth in any tank,

(iii) of any governmental testing or sampling or testing or sampling by any other person, of Products at the Marketing Premises, or

(iv) of any suspicion that any Product has been released to the environment from any tank, line or other source at the Marketing Premises;

(f) if requested, provide Distributor with the results of any test of Product conducted by or for the Franchise Dealer and permit Distributor to conduct tests as Distributor may determine;

(g) upon any suspicion of adulteration, mixing, contamination of any Product, take such action as Distributor may direct;

(h) where blending dispensers are utilized, use blending ratios as directed by Distributor; and

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(i) immediately stop sales of any product whose storage tank contains 1 inch of water or more.

2.9 Effect of Quality Violations; Samples. Franchise Dealer acknowledges that the sale of quality products the customer can trust is one of Franchise Dealer's fundamental commitments and obligations under this Agreement. Franchise Dealer's failure to comply with the obligations under Section 2.8 constitutes a failure by Franchise Dealer to comply with a reasonable and materially significant provision of this Agreement and the Franchise Relationship. Franchise Dealer shall permit Distributor and/or Branded Supplier, its employees, agents and contractors to enter the Marketing Premises at all reasonable times to obtain Product samples and review of all Franchise Dealer's documents and records relating to compliance with Section 2.8.

2.10 Product Quality or Quantity Claims. Distributor is not liable to Franchise Dealer for any defect in quality (including failure to meet the requirements under Section 2.7), or shortage in quantity, of any Products delivered, unless:

(a) Franchise Dealer gives Distributor notice of the claim of quality defect or shortage in quantity or disputes or disagreements regarding the prices charged for the price of product within 96 hour after delivery; and

(b) Franchise Dealer provides Distributor and all federal or state regulatory agencies, including their designated sub-contractors, with reasonable opportunity to inspect the Products and take test samples.

ARTICLE III
CONFIDENTIALITY

3.1 Confidentiality. Franchise Dealer acknowledges that Distributor and/or Branded Supplier may be disclosing and transmitting to it certain confidential and proprietary information of Seller and/or Branded Supplier, including without limitation guidelines, manuals, methods, policies, procedures, programs, software, firmware, specifications, standards (both operational and visual), strategies, and other related information ("Confidential Information") in connection with Franchise Dealer's operation of the Marketing Premises. Except where otherwise required by law, Franchise Dealer shall: (i) treat and maintain Confidential Information as confidential;(ii) use Confidential Information only for the operation of the Marketing Premises under this Agreement; and (iii) restrict disclosure of Confidential Information only to Franchise Dealer and its officers, directors employees, contractors or agents who are directly connected with the performance of work and require knowledge of the Confidential Information. Franchise Dealer may not use, or cause or permit to be used by, or disclose to, or cause or permit to be disclosed to, third parties any Confidential Information for purposes other than operating the Marketing Premises under this Contract. This Agreement, including all Exhibits hereto, and all terms contained herein, are also considered Confidential Information.

3.2 Failure to Comply/Survival. Franchise Dealer acknowledges that any failure to comply with the requirements of this Article III. will cause Distributor and/or Branded Supplier irreparable injury. The provisions of this Article III. shall survive the expiration or earlier termination of this Agreement and apply to all Confidential Information disclosed or transmitted to Franchise Dealer during the Franchise Relationship, whether prior to, during or after the expiration, termination, or nonrenewal of this Agreement, and justify termination of this Agreement in the sole discretion of Distributor.

ARTICLE IV
PROPRIETARY MARKS

4.1 Use of Proprietary Marks. In using the Proprietary Marks, Franchise Dealer shall:

(a) Subject to the approval of Distributor and, where applicable, Branded Supplier, Distributor grants to Franchise Dealer the non-exclusive right to use the Proprietary Marks at the Marketing Premises in connection with the advertising, marketing, and resale of the petroleum products purchased from Distributor under this Agreement. Franchise Dealer agrees that petroleum products of others will not be sold by Franchise Dealer under the Proprietary Marks. Franchise Dealer understands and agrees that Branded Supplier retains the right, subject to requirements of law, to withdraw the right to use such Proprietary Marks from Franchise Dealer at any time. Franchise Dealer understands, acknowledges, and agrees that Branded Supplier may promulgate from time to time standards, policies, guidelines, procedures, programs, requirements, specifications, strategies, and instructions ("Guidelines") regarding image, appearance, station operations, promotions, advertising, the size and location of signs, the wearing of uniforms, and other matters related to the sale of motor fuels under the Proprietary Marks. Franchise Dealer agrees that such Guidelines may be promulgated by any means, including without limitation Distributor's and/or Branded Supplier marketing website, email or other electronic means. Irrespective of the means by which such Guidelines are promulgated, Franchise Dealer shall comply fully with the Guidelines as they exist from time to time and cause its employees to do the same. Failure on the part of Franchise Dealer or Franchise Dealer's employees to comply fully with the requirements set forth in any such Guidelines shall be grounds for termination of this Agreement.

(b) It is further expressly understood and agreed that Distributor shall have the right to substitute the trademarks,

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service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards and/or other brand identifications. In the event of such substitution, all references to the Branded Products in this Agreement shall be deemed to refer to the substituted Branded Supplier and all references to the Proprietary Marks herein shall be deemed to refer to the trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards and/or other brand identifications of said substituted Branded Supplier.

(c) Upon termination, nonrenewal, or expiration of this Agreement or prior thereto upon demand by Distributor, Franchise Dealer shall discontinue the posting, mounting, display or other use of said Proprietary Marks except only to the extent they appear as labels or identification of products manufactured or sold by Distributor and are still in the containers or packages designed or furnished by Distributor. In the event that Franchise Dealer fails to do so to the satisfaction of Distributor, subject to applicable law, Distributor (i) shall have the right to enter the Marketing Premises and cause any and all signage, placards, and other displays bearing the Proprietary Marks to be removed from the Marketing Premises; and (ii) shall have the right to use any means necessary to remove, cover or obliterate the Proprietary Marks, including entry to the Marketing Premises, to do so. In the event the Distributor takes any such action hereunder, Franchise Dealer shall bear all costs and expenses thereof, including without limitation the costs of removing, obliterating, or covering the Proprietary Marks, attorney fees, and other legal costs and expenses. Franchise Dealer shall provide, upon Distributor's request, a list of all signage bearing the Proprietary Marks at the Marketing Premises. Under no circumstances will Franchise Dealer display signage bearing the Proprietary Marks at the Marketing Premises without the prior written approval of Distributor.

(d) Franchise Dealer acknowledges and understands that it is not Branded Supplier's licensee of the Proprietary Marks. Franchise Dealer shall not shall not mix, commingle, blend, adulterate, or otherwise change the composition of any of the product(s) purchased hereunder and resold by Franchise Dealer under said Proprietary Marks with other products or substances in any manner.

(e) Franchise Dealer hereby gives Distributor and Branded Supplier the right to enter the Marketing Premises and to examine at any time, and from time to time, the contents of Franchise Dealer's tanks or containers in which said product(s) purchased hereunder are stored and to take samples therefrom and, if in the opinion of Distributor or Branded Supplier, any samples thus taken are not said Product(s) and in the condition in which delivered by Distributor to Franchise Dealer, then Distributor may at its option cancel and terminate this Agreement.

(f) If there shall be posted, mounted, or otherwise displayed on or in connection with the Marketing Premises any Proprietary Marks or any other sign, poster, placard, plate, device or form of advertising matter whether or not received from Distributor, consisting in whole or in

part of the name of Branded Supplier or Distributor owned or used by Branded Supplier or Distributor in its business, Franchise Dealer agrees at all times to display same in compliance with the standards, guidelines and instructions of Branded Supplier and Distributor and to discontinue the posting, mounting or display of same immediately upon Franchise Dealer's ceasing to sell motor fuels (or other products of Branded Supplier) under the Proprietary Marks or, in any event, upon demand by Distributor or Branded Supplier. Franchise Dealer shall take no action, or otherwise do anything or fail to do anything that will diminish, reduce, injure, dilute, or otherwise damage the value of the Proprietary Marks or other trademarks or identifications of Branded Supplier.

(g) While using the Proprietary Marks, Franchise Dealer shall: (i) operate the Marketing Premises responsibly, with due care, prudence, good judgment, and skill; (ii) not engage in dishonest, fraudulent, or scare-selling practices; (iii) promote diligently the sale of motor fuel from the Marketing Premises; (iv) perform all services in a good, workmanlike manner; (v) keep the Marketing Premises, the driveways, parking spaces, and sidewalks neat, clean and in good repair; (vi) keep the yards, lawns, shrubs and other plantings neat and clean and free from weeds, debris, snow, ice, and rubbish; (vii) comply with all laws, ordinances, rules and regulations of any constituted public authority governing the use and occupancy of the Marketing Premises and the conduct of Franchise Dealer's business at the Marketing Premises; (viii) ensure that no material in any form of a pornographic or sexually explicit nature are displayed, used, stored, offered, rented or sold at the Marketing Premises; and (ix) prohibit the consumption of alcoholic beverages and the sale and use of illegal drugs or drug paraphernalia at the Marketing Premises.

(h) Franchise Dealer understands that Branded Supplier may require retail service station dealers operating under the Proprietary Marks and their employees to attend and complete Branded Supplier conducted or sponsored training programs from time to time. Franchise Dealer shall attend and complete such training, or where Franchise Dealer is not an individual, cause its employees to attend and complete such training as may be required by Branded Supplier. Distributor shall be under no obligation to bear any costs or expenses associated with the attendance of Franchise Dealer or Franchise Dealer's employees at such training.

(i) Franchise Dealer shall participate in Branded Supplier's image evaluation program, "mystery" or shop audit program, or any other similar program, conducted or sponsored by Branded Supplier. Franchise Dealer shall promptly take corrective action as required by Branded Supplier to bring the Marketing Premises into compliance with the Image and Operations Guidelines. Franchise Dealer understands and agrees that

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Franchise Dealer's failure to comply with any such program shall be a material breach of this Agreement.

(j) Franchise Dealer understands and acknowledges that Distributor may install, or has installed, certain signage at the Marketing Premises for the purpose of displaying the Proprietary Marks. Unless the parties hereto have agreed otherwise, Franchise Dealer agrees that said signage shall remain the property of Distributor and that said signage may not be removed, transferred, sold, or otherwise disposed of without the prior written consent of Distributor.

(k) While using the Proprietary Marks at the Marketing Premises, Franchise Dealer shall conduct only such businesses or activities at the Marketing Premises that are approved in writing by Distributor. Except as otherwise permitted, Franchise Dealer shall not use the Proprietary Marks or Branded Supplier's name as part of Franchise Dealer's corporate name or other name.

(l) At no time may Franchise Dealer use any trademarks, trade dress, logo types, or names confusingly similar to the Proprietary Marks.

(m) Image and Trademark Standards; Promotion Programs. Franchise Dealer shall use and display sales, marketing and promotional materials provided by Distributor and/or Branded Supplier from time to time, in the manner and for the time periods designated by Distributor and/or Branded Supplier. Franchise Dealer shall ensure that all stationery, signage and other printed materials used in connection with the Businesses bear the Proprietary Marks in the form, colors, location and manner prescribed by Distributor and/or Branded Supplier. Subject to applicable Laws, Franchise Dealer shall participate fully in all Branded Supplier national promotional programs including point-of-purchase programs.

ARTICLE V
OPERATIONS

5.1 Operation of Marketing Premises. Franchise Dealer shall operate the Businesses in strict conformity with the methods, procedures, standards and specifications as Branded Supplier or Distributor may prescribe from time to time in writing. Without limiting the general requirements of the immediately preceding sentence, the specific requirements of this Article V. also apply.

5.2 Operating Hours. Subject to applicable Laws, Franchise Dealer shall prominently and clearly post the operating hours at each Marketing Premises. During the Term, operating hours may be modified only by written agreement of the Parties. Upon any renewal of this Agreement, operating hours will be determined in accordance with Distributor's hours of operation policy in effect at that time.

5.3 Use of Marketing Premises. Franchise Dealer shall:

(a) use the Marketing Premises solely for the operation of the Motor-Fuels Business and any Related Businesses;

(b) keep the Motor-Fuels Business open and in normal operation for the periods specified in Section 5.2;

(c) refrain from using, or permitting the use of, the Marketing Premises for any other purpose or activity at any time; and

(d) not allow the use of the Marketing Premises in connection with any purpose prohibited by Law, covenant, condition or restriction, including but not limited to, those identified in this Agreement and the Exhibits attached hereto.

5.4 Maintenance Obligations. Subject to the provisions of the Leases/Subleases, Franchise Dealer shall undertake, at its expense, all maintenance and make all repairs, replacements, alterations and additions as may be required to maintain the Marketing Premises in good repair and condition

including periodic cleaning, landscaping, repainting and repairs, replacing obsolete signs, equipment and fixtures, and complying with any other standards promulgated by Distributor or Branded Supplier from time to time.

5.5 Compliance with Laws; Covenants and Restrictions. Franchise Dealer shall operate and maintain the Marketing Premises and the Businesses in compliance with all applicable laws including those concerning the environment, hazardous substances or waste, toxic substances, right to know and occupational safety and health. Franchise Dealer shall comply with all applicable covenants, conditions or restrictions applicable to the operation and maintenance of the Marketing Premises and the Related Businesses. Franchise Dealer shall also comply with the Americans with Disability Act and relevant or related state and local statutes.

5.6 Safety Procedures. Without limiting Franchise Dealer's status and obligations as an independent businessperson, Franchise Dealer shall implement and maintain procedures for safe operation of the Marketing Premises and the Businesses including safe cash handling and employee training. Distributor and Franchise Dealer expressly

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acknowledge that Franchise Dealer has sole responsibility for the security of all persons at the Marketing Premises including Franchise Dealer's customers, contractors and employees at the Marketing Premises. Nothing contained in this Agreement is to be construed as:

(a) an assumption by Distributor of any duty owed by Franchise Dealer to any person including any customer, contractor or employee of Franchise Dealer; or

(b) giving Distributor the right to control Franchise Dealer's provision of security measures employed by Franchise Dealer at the Marketing Premises.

5.7 Staffing. Franchise Dealer shall hire and maintain a competent, conscientious and trained staff and shall take all steps necessary to ensure that Franchise Dealer's employees preserve good customer relations and comply with requirements for dress and appearance as Distributor and/or Branded Supplier may prescribe from time to time in writing.

5.8 Retail Credit and Debit Program. For so long as Distributor offers to Franchise Dealer the opportunity to participate in Branded Supplier's or Distributor' Retail Credit or Debit Program ("Program"), Franchise Dealer shall comply with the Program, as it may be amended by Branded Supplier or Distributor from time to time.

(a) Franchise Dealer agrees to read and become familiar with all applicable credit card instruction manuals and to maintain them at the Marketing Premises for reference by the Franchise Dealer and its employees, contractors and agents. If Franchise Dealer fails to comply with the instructions, and any related agreements, or other documents setting out Franchise Dealer's obligations relating to any retail credit and debit program, including the requirement that Franchise Dealer take reasonable precautions to prevent sales to unauthorized persons, Distributor may, in addition to any other remedy that may be available to it including termination or non-renewal of this Agreement and the Franchise Relationship, take any one or more of the following actions as it deems necessary or appropriate in its sole discretion:

(i) charge back to Franchise Dealer's account the amount of any credit or debit transaction and any losses incurred by Distributor;

(ii) on notice to Franchise Dealer, impose special terms and procedures on Franchise Dealer's participation in any such Program; or

(iii) on notice to Franchise Dealer, exclude Franchise Dealer from participation in the Program.

(b) Franchise Dealer is in default of this Agreement if:

(i) Franchise Dealer fails to comply with the instructions, and any related agreements, or other documents setting out Franchise Dealer's obligations relating to any such Program; or

(ii) Franchise Dealer fails to pay promptly any charge to Franchise Dealer's account resulting from non-compliance.

Franchise Dealer shall, upon Distributor' request, immediately return to Distributor any manual credit card imprinter and electronic credit card point of sale terminal leased to Franchise Dealer by Distributor.

5.9 Technological and Communication Updates. Franchise Dealer acknowledges that the use of current technology and communications systems in the operation of the Businesses is of critical importance in meeting customer needs and preferences and adjusting to competitive conditions. Franchise Dealer further acknowledges that technology and communications systems are expected to change over time requiring periodic addition, replacement or updating of equipment or systems used in the Businesses. Accordingly, Franchise Dealer shall:

(a) as required by Branded Supplier and/or Distributor in Franchise Dealer's marketing area, install and maintain in good operating condition, at Franchise Dealer's expense:

(i) a facsimile machine for sending and receiving written communications;

(ii) equipment that allows access to the Internet, e-mail or other electronic-transmission or data-communications system designated by Branded Supplier and/or Distributor; and

(iii) dedicated telecommunication lines for tank monitoring or applicable communication as required by Distributor.

(b) make other expenditures or investments as may be reasonably required in writing by Branded Supplier and/or Distributor from time to time to update equipment, technology and communications systems at the Marketing Premises including the addition, replacement or updating of point of purchase equipment, pump dispensing technology, credit and cash processing equipment and software. Distributor will provide

Franchise Dealer with reasonable notice specifying the required expenditures or investment and any specifications or requirements necessary to assure uniformity and compatibility.

In the event Franchise Dealer fails to install and/or maintain the technological and communication requirements as set forth in 5.9(a) above, Distributor shall have the right, but not the obligation, to install and/or maintain those deficit items and charge all associated costs back to the Franchise Dealer. In particular, it is critical for Franchise Dealer to note that the obligation to maintain the dedicated telecommunications line for tank monitoring (as specified in 5.9(a)(iii)), is for the purpose of maintaining compliance with applicable tank monitoring regulations. In the event Franchise Dealer fails to maintain such communications, any fines or penalties assessed as a result, shall be borne by Franchise Dealer. Notwithstanding the requirement for Franchise Dealer to install and maintain in good operating condition such telecommunication lines, neither the presence nor absence of such telecommunication lines shall relieve Franchise Dealer from its obligations to satisfy all necessary tank monitoring data and records in accordance with applicable Laws.

5.10 Inspection. At all reasonable times, Franchise Dealer shall permit Distributor and/or Branded Supplier, their respective affiliates, contractors, employees and agents to enter and inspect the Marketing Premises, including any and all records relating to the Motor-Fuels Business and/or Related Businesses (if any)or required to be maintained under this Agreement, to determine compliance with this Agreement and applicable laws. Franchise Dealer shall cooperate fully with Distributor and/or Branded Supplier and its contractors, employees and agents in conducting any inspection and shall render assistance as may be reasonably requested. Upon notice from Distributor of any deficiencies detected in an inspection, Franchise Dealer promptly shall take such steps as may be necessary to correct the deficiencies including the temporary closing of the Marketing Premises if so directed by Distributor.

5.11 Pricing. Franchise Dealer shall determine its own retail prices, pricing policies and discounting policies in accordance with applicable Laws. Distributor may, from time to time, communicate with Franchise Dealer about prices and periodically may counsel Franchise Dealer on retail pricing. Franchise Dealer is not required to accept any pricing suggestions of Distributor and shall not rely on Distributor's suggestions, nor is Distributor obligated to provide such counseling.

5.12 Maintain Inventory. Franchise Dealer shall maintain an inventory of Products sufficient to serve customers during the hours specified in Section 5.2, subject to Section 2.5.

ARTICLE VI
INSURANCE

6.1 Types of Insurance.

During the time this Agreement is in effect, in addition to any other insurance or surety bonding required by applicable laws, Franchise Dealer will carry and maintain in force with companies satisfactory to Distributor, solely at Franchise Dealer's expense, insurance satisfactory to Distributor as follows for each Marketing Premises:

(a) Comprehensive/Commercial General Liability insurance or Garage Liability insurance including, but not limited to, coverage for the sale of motor fuel, food preparation and service (if applicable), operation of retail motor fuel stores, premises operations, products, contractual liabilities, including, without limitation, Franchise Dealer's contractual indemnity liability under this agreement, with a minimum combined single limit of $1,000,000 providing coverage for injury, death or property damage resulting from each occurrence.

(b) In the event Franchise Dealer has alcoholic beverages for sale at any location, a minimum limit of $1,000,000 shall be maintained covering liabilities arising out of the dispensing or selling of alcoholic beverages including, without limitation, any liabilities imposed by a dram shop or alcoholic beverage control act.

(c) Business Auto Liability insurance coverage for operation of vehicles hired, owned or non-owned with a minimum combined single limit of $1,000,000 providing coverage for injury, death or property damage resulting from each occurrence.

(d) Garage keepers' Legal Liability insurance (if Marketing Premises includes service bays) including, but not limited to, coverage for fire, theft, riot, vandalism, and collision with limits of at least $50,000 for each occurrence.

(e) Fire Legal Liability Insurance for an amount of at least the full replacement cost of fixtures and equipment on Marketing Premises.

(f) Workers Compensation and Employers Liability insurance or similar social insurance, for all Franchise Dealers employees engaged in performing services where required by laws which may be applicable to Franchise Dealers employees with a waiver of all rights of subrogation and/or contribution against Distributor where such waiver is permitted by law.

(g) Environmental impairment insurance coverage with minimum of $1,000,000 on a continuous and uninterrupted basis insuring Franchise Dealer for environmental legal liabilities arising out of, or in any manner associated with, related to, Franchise Dealers use of, and/or presence on the Marketing Premises if any storage tanks are installed on Marketing Premises, in whole or in part, by anyone other than Distributor or a contractor hired by Distributor.

(h) Distributor periodically may reasonably require Franchise Dealer to carry additional types of insurance coverages and amounts, including modifications to existing insurance under this Article.

(i) Each policy of insurance described in this Section shall cover Distributor, the deeded property owner of each Marketing Premises and their respective parents, affiliates, lenders and successors and assigns, as additional insured (except Workers Compensation and Employers Liability), by endorsement if required by Distributor, and shall be primary and non-contributory as to all other policies which may provide coverage and, in the case of all liability policies, be written on an occurrence basis. Franchise Dealer waives their right of subrogation on all policies where applicable. If any insurance maintained hereunder is maintained under a "blanket policy", such policy shall contain an

endorsement providing that coverage limits required hereunder are not subject to reduction or impairment by claims or losses at other locations.

6.2 Additional Insurance Obligations — Leases/Subleases. Additional insurance requirements shall apply as specified in the Leases/Subleases.

6.3 Evidence of Insurance. Prior to the date of this Agreement and any time upon request by Distributor, Franchise Dealer shall have its insurance carrier(s) furnish to Distributor and other persons as directed by Distributor certified copies of the required insurance policies, and/or certificates of insurance specifying the types and amounts of coverage in effect, expiration dates, confirmation that each policy complies with the requirements of this Article XI specifying that no insurance shall be cancelled or materially changed during the time this Agreement is in effect without twenty (20) calendar days prior written notice to Distributor and such other persons as Distributor may designate. In the event Franchise Dealer fails to maintain any policy of insurance required under this Agreement in a form and in amounts required, Distributor shall have the right, but not the obligation, at any time to purchase any of such policies on behalf of Franchise Dealer and at Franchise Dealer's sole expense, which cost shall be paid by Franchise Dealer immediately upon demand.

6.4 Franchise Dealer acknowledges that any failure to comply with the requirements of this Article VI. will cause Distributor and/or Branded Supplier irreparable injury and justify termination of this Agreement in the sole discretion of Distributor.

ARTICLE VII
TRANSFER OF INTEREST; SURVIVORSHIP

7.1 Assignment by Franchise Dealer. Franchise Dealer's interest in this Agreement shall not be transferred or assigned by Franchise Dealer in whole or in part, directly or indirectly, without the prior written consent of Distributor, unless as otherwise required by law. Such consent shall be in the sole discretion of Distributor. As a condition for Distributor's consent to the transfer or assignment of Franchise Dealer's interests under this Agreement, Distributor shall have the right, to the extent permissible by law, to require the proposed transferee or assignee to execute a mutual termination agreement terminating this Agreement and enter into a trial franchise motor fuel supply agreement, as the term "trial franchise" is defined in the Petroleum Marketing Practices Act, 15 U.S.C. §2801, *et seq.* (the "PMPA"). Nothing contained in the foregoing sentence shall limit Distributor's right to impose other conditions or requirements for its consent under this paragraph.

In the event Distributor, in its sole discretion, grants written consent to the transfer or assignment of Franchise Dealer's interests under this Agreement, Franchise Dealer shall pay a fee to Distributor for the administrative costs of such transfer or assignment in the amount of $5,000 for an individual station transfer or assignment or $10,000 for a multi-station transfer or assignment. Such fee shall accompany the written request from Franchise Dealer to Distributor for the transfer or assignment and shall only be refunded in the event Distributor does not grant consent.

7.2 Assignment by Distributor. Distributor may assign this Agreement in whole or in part upon ten (10) days' prior written notice to Franchise Dealer. In the event of an assignment by Distributor, Franchise Dealer acknowledges that:

(a) an assignment or delegation by Distributor may have an impact upon Franchise Dealer's rights and obligations under this Agreement to the extent that an assignee or delegatee has policies or programs that differ from Distributor's policies and programs;

(b) this impact is contemplated by the Parties under this Agreement; and

(c) Franchise Dealer and any other person with an interest in Franchise Dealer hereby waive any claim for constructive termination or claim for damages.

7.3 Right of First Refusal — Transfer of Interest.

(a) In connection with the proposed transfer of an interest under Section 7.1, Distributor shall have the right to meet the offer of any transferee which and acquire the Interest on the same terms and conditions as those contained in the transferee's offer. If Franchise Dealer owns property or businesses unrelated to this Agreement, the Franchise Dealer shall offer to sell to Distributor the property (including any interest in the Marketing Premises) equal to the consideration in the proposed transferee's offer (the "Covered Interests").

(b) No later than 90 days before the proposed sale or closing date, Franchise Dealer must furnish to Distributor a written offer to sell Distributor the Covered Interests in accordance with Section 7.3(a) accompanied by a copy of the proposed transferee's offer, which will be a binding offer (the "Offer") by the Franchise Dealer to Distributor on the terms and conditions of the Offer. The Offer must be bona fide, in writing and signed by all parties thereto and contain all terms and conditions of the proposed transfer. Franchise Dealer also shall furnish Distributor with such additional information relating to the Interest, the proposed Transfer, the proposed transferee, the Interest and the Covered Interests, as Distributor may request in order to evaluate the offer or review the proposed Transfer, and ensure compliance with this Article VIII.

(c) Upon receipt of the Offer and all requested information, Distributor will have 60 days (unless otherwise required by law) within which to evaluate the Offer, and to advise Franchise Dealer in writing whether or not Distributor exercises its right to acquire the Interest or the Covered Interests, whichever is applicable. An Offer that includes the exchange of other property interests for any Interest or Covered Interests may be accepted by Distributor by substituting for that other property payment of an amount equal to the fair-market value of that other property but not more than the value attributed to that other property in the Offer. Franchise Dealer shall provide Distributor with full access to Franchise Dealer's books and records if the Offer includes an exchange of property; or is an offer by Franchise Dealer to sell the Covered Interests at fair-market value.

(d) If Distributor chooses to exercise its right of first refusal under this Article VII, closing and the effective date of any termination of this Agreement will be the proposed sale or closing date:

(i) specified in the proposed transferee's offer if the Offer is that of a proposed transferee; or

(ii) as agreed by Distributor and Franchise Dealer if the Offer is an offer by Franchise Dealer to sell the Covered Interests. The closing will take place at the location designated by Distributor. At closing, Franchise Dealer shall deliver to Distributor documentation satisfactory to Distributor conveying good, marketable and clear title to all property, subject only to reasonable liens and conditions expressly provided in the Offer. If the Interest or Covered Interests subject to the offer includes Franchise Dealer's Interests in this Agreement and the Franchise Relationship, this Agreement and all related and supplemental Agreements will terminate on the sale or closing date, subject to any obligations or liability of Franchise Dealer to Distributor accrued prior to termination and/or which survive termination, and Franchise Dealer shall sign and deliver to Distributor, at least 7 business days prior to the sale or closing date, a binding mutual termination agreement in form and substance acceptable to Distributor.

(e) If Distributor does not exercise its right under this Section 7.3 with respect to any Interest, Distributor shall:

(i) notify Franchise Dealer in writing of its decision;

(ii) review the proposed Transfer in accordance with Section 7.1, above; and

(iii) notify Franchise Dealer as to whether Distributor consents to the Transfer and as to which conditions will apply to the Transfer.

(f) If Distributor notifies Franchise Dealer that Distributor consents to the Transfer, the Franchise Dealer may proceed with the Transfer of the Interest only in accordance with the terms and conditions in the proposed transferee's offer constituting, or giving rise to, the Offer. Franchise Dealer shall provide Distributor with documentation satisfactory to Distributor that the Transfer was completed in accordance with the proposed transferee's offer.

(g) Distributor' rights under this Article VII will apply to each offer by a transferee to Transfer an Interest and include any material renegotiations or material modifications of all or any part of an offer. Each offer (including any material renegotiation or modification of any offer) is a separate offer entitling Distributor to its rights under this Section 7.3.

(h) Except as otherwise provided by law, if any transferee fails to meet any requirements or conditions under Distributor's then-current requirements for new franchise dealers, Distributor, in addition to withholding its consent to the Transfer and in lieu of exercising its rights under Section 7.1 above, may, consistent with

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applicable Laws, substitute another transferee who meets those requirements and conditions and who accepts and is able to meet the terms and conditions of the Offer.

(i) Distributor's failure to exercise its purchase rights under this Section 7.3 on one or more occasions:

(i) does not affect Distributor's rights under this Section 7.3 on other occasions whether or not involving the same Interest; and

(ii) does not constitute Distributor's consent to the Transfer of an Interest.

ARTICLE VIII
DEFAULT AND TERMINATION

8.1 Termination of Agreement and Franchise Relationship. This Agreement shall terminate upon expiration of the Term of this Agreement.

(a) This Agreement may be terminated by Distributor:

(i) if Franchise Dealer makes any materially false or misleading statement or representation which induces Distributor to enter into this Agreement, or which is relevant to the relationship between the parties hereto;

(ii) if Franchise Dealer becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefit of debtors or Franchise Dealer's creditors, or if a receiver is appointed for Franchise Dealer;

(iii) if possession of the business location(s) of the Franchise Dealer is interrupted by act of any government or agency thereof;

(iv) if Franchise Dealer fails to pay in a timely manner any sums when due hereunder upon Franchise Dealer's failure to pay any amount when and as due, and no forbearance, course of dealing, or prior payment shall affect these rights of termination;

(v) if Franchise Dealer defaults in any of its obligations under this Agreement;

(vi) if Franchise Dealer is declared incompetent to manage his property or affairs by any court, or if Franchise Dealer is mentally or physically disabled for three (3) months or more to the extent that Franchise Dealer is unable to provide for the continued proper operation of the business of the Franchise Dealer;

(vii) under the circumstances described as causes for termination by Distributor elsewhere in this Agreement;

(viii) if Franchise Dealer engages in fraud or criminal misconduct relevant to the operation of the business, and/or Related Business, of the Franchise Dealer;

(ix) if Franchise Dealer is convicted of a felony or of misdemeanor involving fraud, moral turpitude or commercial dishonesty, whether or not the crime arose from the operation of the business of the Franchise Dealer;

(x) if Franchise Dealer fails to operate the Marketing Premises for seven (7) consecutive days, or any shorter period of time which, taking into account the facts and circumstances, amounts to an unreasonable period of time not to operate;

(xi) if Franchise Dealer fails to maintain an inventory of any one or more grades of motor fuel covered by this Agreement in an amount adequate to meet customer demand;

(xii) if there occurs any other circumstance under which termination of a franchise is permitted under the provisions of the Petroleum Marketing Practices Act (15 U.S.C. 2802);

(xiii) upon assignment of the Agreement by Franchise Dealer contrary to the terms of this Agreement; or

(xiv) if Franchise Dealer is an individual and Franchise Dealer dies; or if Franchise Dealer is a corporation and such corporation winds up its business or dissolves.

(b) Upon loss of Distributor's right to grant the use of Branded Supplier's Proprietary Marks, Distributor may terminate this Agreement. Distributor will not be liable for the consequences of such loss unless they result from an act by Distributor taken in bad faith for the purpose of causing the loss of Distributor's right to grant the right

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to use the Proprietary Marks.

(c) If Franchise Dealer fails to comply with the terms of any of the Leases/Subleases, upon the expiration of any applicable notice and cure periods thereunder, such failure shall be deemed a default under this Agreement.

(d) Franchise Dealer agrees not to engage in or permit any illegal or improper act or conduct, on or about the Premises, which act or conduct is detrimental to Distributor or any member of the public. If Franchise Dealer engages in any such illegal act or conduct, this Agreement may be terminated without further notice.

(e) Any termination of this Agreement shall be accompanied by such notice from Distributor as may be required by law.

(f) Upon the expiration of the Term hereof or upon termination hereof, Distributor shall have the right, at its option, to enter upon the Premises and to remove, paint out, or obliterate any signs, symbols or colors on said Premises or on the buildings or equipment thereof which in Distributor's opinion would lead a patron to believe that Distributor's products are being offered for sale at the Premises.

(g) Termination of this Agreement by either party for any reason shall not relieve the parties of any obligation theretofore accrued under this Agreement.

Upon any termination or non-renewal, Franchise Dealer shall comply with the provisions of this Agreement and with Distributor's normal post-termination procedures as furnished in writing to Franchise Dealer from time to time.

8.2 Right of Termination Due to Governmental Action. Either Party may terminate this Agreement upon not less than 180 days' prior written notice to the other Party if any federal, state or local governmental action results in the adoption or imposition of laws that:

(a) significantly alter the reasonable expectations of the Parties at the time of entering into this Agreement including the expectation that Franchise Dealer will be obligated to pay rent as specified in each Lease/Sublease or purchase the Products from Distributor in accordance with Section 2.1;

(b) result in the imposition of an obligation upon Distributor to install or construct equipment, facilities or improvements on the Marketing Premises and, in Distributor's sole judgment, the cost of such installation would be uneconomical to Distributor; or

(c) modify in any way the present relationship of Distributor's and/or Branded Supplier's exploration, production, supply, transportation, refining or marketing functions.

8.3 Accrued Rights. Any termination or non-renewal is subject to Distributor's rights which have accrued prior to the termination or non-renewal.

8.4 Remedies of Distributor. If Franchise Dealer defaults on any obligation contained in this Agreement or any related or supplemental agreement, Distributor may, but is not obligated to, exercise any or all of it rights allowable by law, including but not limited to the following remedies, whether or not Distributor exercises its right to terminate or non-renew:

(a) suspend all deliveries of Products to Franchise Dealer until the default is corrected or remedied; and/or

(b) apply any sums or security furnished by Franchise Dealer to Distributor under this Agreement or any related or supplemental agreement to the payment of any indebtedness. Franchise Dealer immediately shall provide additional security, as directed by Distributor, to replace the sums or security applied by Distributor.

Distributor's rights and remedies under this Agreement are distinct, separate and cumulative, and no one of them, whether or not exercised by Distributor, is an exclusion of any others under this Agreement or any related or supplemental agreement, or at law or in equity.

ARTICLE IX
OBLIGATIONS UPON TERMINATION OR EXPIRATION

9.1 Termination of Business Operation. Upon the termination or non-renewal of this Agreement, the Franchise and the Franchise Relationship, Franchise Dealer's rights under this Agreement and all related and supplemental agreements terminate, and Franchise Dealer shall stop all operation of the Motor-Fuels Business and the Related Businesses and all use of the Proprietary Marks. In particular, and without limiting the general requirements of the preceding provisions of this Section 9.1, Franchise Dealer shall:

(a) Immediately stop operating the Motor-Fuels Business and the Related Businesses and at no time after

termination or non-renewal represent Franchise Dealer, directly or indirectly, as a current or former franchise dealer of Distributor or Branded Supplier.

(b) Immediately and permanently stop using, in any manner whatsoever, any Confidential Information, Branded Supplier's name and all signs, advertising, materials, displays, stationery and forms containing the Proprietary Marks.

(c) Promptly pay:

(i) all sums owing to Distributor and its Affiliates and to all financial institutions and other persons that have loaned money or leased property to Franchise Dealer in connection with an arrangement under which Distributor or its Affiliate furnished any consideration including any inducement, guarantee or credit enhancement. Without limiting the preceding general requirements of this Section 9.1(c), Franchise Dealer shall pay all the outstanding principal balance and all interest and other charges under Distributor-backed loan programs, direct Distributor loans and Distributor reimbursement or amortization agreements; and

(ii) all indebtedness to contractors or vendors that have furnished goods or services to the Marketing Premises.

(d) Immediately return to Distributor all Branded Supplier signs and other personal property of Distributor. Franchise Dealer grants and shall cause any other person in possession of the Marketing Premises to grant to Distributor a non-revocable license to enter the Marketing Premises to remove Branded Supplier signs and property. Franchise Dealer shall bear all removal, site-restoration and transportation costs relating to the removal of Branded Supplier signs and equipment under this Section 10.1(d).

9.2 Post-Termination Obligations. Franchise Dealer shall continue to be responsible after termination or non-renewal of this Agreement for any obligations under this Agreement which by their nature involve performance after termination, including but not limited to any payment and indemnification obligations.

ARTICLE X
TAXES, PERMITS, INDEBTEDNESS

10.1 Taxes and Fees. It is agreed that any duty, tax, fee or other charge which Distributor may be required to collect or pay under any municipal, state, federal or other laws now in effect or hereafter enacted with respect to the production, manufacture, inspection, transportation, storage, sale, delivery or use of the Product(s) covered by this Agreement shall be added to the prices to be paid by Franchise Dealer for product(s) purchased hereunder.

10.2 Indebtedness Dispute. Notwithstanding any dispute by Franchise Dealer of its liability to pay any governmental charges under Section 10.1, Franchise Dealer shall not permit a tax sale, foreclosure or seizure by levy or execution or similar writ or warrant, or any attachment, lien or encumbrance by a creditor or governmental authority, of or on the Marketing Premises, any Related Business or any improvements, equipment or fixtures on the Marketing Premises.

10.3 Permits and Licenses. Franchise Dealer shall timely obtain and comply with all permits, certificates or licenses necessary for the full and proper conduct of the Motor-Fuels Businesses and any Related Businesses, including licenses to do business, fictitious name registration, underground storage tank permits and licenses, sales tax permits and fire clearances. Franchise Dealer shall pay all fees or charges relating to these permits, certificates and licenses.

11.4 Notices. Franchise Dealer shall notify Distributor in writing within 5 days of:

(a) the commencement of any action, suit or proceeding,

(b) the issuance of any writ, injunction or award or of a decree of any court, agency, or other governmental authority, or

(c) any indebtedness, event or occurrence, which may adversely affect the operation or financial condition of the Businesses, the Franchise Dealer or the Marketing Premises.

ARTICLE XI
INDEPENDENT CONTRACTOR

11.1 Relationship of the Parties. The relationship of the Parties is as follows:

(a) neither Party has a fiduciary relationship with the other;

(b) Franchise Dealer is an independent business person with responsibility for and control over the manner and means of the day-to-day operations of the Businesses including Product deliveries, Product leak or release detection, Product leak or release reporting and compliance with all Laws;

(c) neither Party is an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose; and

(d) Franchise Dealer has exclusive control and direction over the duties, supervision, compensation, hiring and firing of its employees, contractors and agents.

11.2 Public Notification. Franchise Dealer shall represent itself to the public as an independent business person operating the Motor-Fuels Business under franchise from Distributor. Franchise Dealer shall take necessary action to effect this representation, including placing a notice of Franchise Dealer's status in a conspicuous place on the Marketing Premises and on stationery and written or graphic materials.

11.3 Other Franchise Dealer Obligations. Franchise Dealer shall not:

(a) make any contract, agreement, warranty or representation on behalf of Distributor or Branded Supplier or their Affiliates;

(b) incur any debt or obligation in the name of Distributor or Branded Supplier or their Affiliates; or

(c) by act or omission, cause Distributor or Branded Supplier or their affiliates to be liable, or be found to have assumed liability, for any activities of Franchise Dealer at the Marketing Premises or relating to the Businesses including any claim or judgment arising from Franchise Dealer's act or omission.

ARTICLE XII
INDEMNIFICATION

12.1 Definition of Losses. "Losses" includes all, compensatory, exemplary or punitive damages, fines, penalties, charges, costs, lost profits, legal fees and costs, accountants' and expert witness fees, expenses (including expenses for environmental personnel), settlement amounts, judgments, damage to Distributor's reputation and goodwill and any other amounts incurred in connection with the matters described.

12.2 Indemnity. Franchise Dealer assumes the risk of and sole responsibility for and agrees to defend (with counsel acceptable to Distributor, unless such defense, but not Distributor's defense costs, is waived by Distributor), indemnify, release and hold harmless Distributor, its affiliates and each of their officers, employees, agents, successors, and assigns (altogether "Indemnitees"), from and against any and all of the following (each a "Proceeding"): expenses, costs (including, without limitation, legal fees and costs and other professional fees), penalties, fines (without regard to the amount of such fines), liabilities, claims, demands and causes of action, at law or in equity (including, without limitation, any arising out of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Air Act, or any other laws), for violations of law or injuries, death, loss, or damage of any kind or character to person, property, or natural resources, by whomever suffered or asserted including Franchise Dealer, its agents, officers, directors, servants, contractors, partners, affiliates, shareholders, employees, invitees, licensees, and/or trespassers, owner or representative of Franchise Dealer ("Related Party") resulting from, related to, or arising out of the actual or alleged:

(a) violation or asserted violation, by Franchise Dealer or any Related Party of any Laws;

(b) Franchise Dealer's breach or alleged breach of any contract;

(c) libel, slander or any other form of defamation by Franchise Dealer or any Related Party;

(d) violation or breach by Franchise Dealer of any warranty, representation or obligation of this Agreement or any related or supplemental agreement;

(e) any environmental contamination or occurrence as follows:

(i) unless Section 12.2(e)(ii) applies, any environmental contamination or occurrence in whole or in part arising out of the operation of any Marketing Premises during any period when Franchise Dealer was or is in possession or entitled to be in possession of the Marketing Premises or arising out of any act or omission of Franchise Dealer or any Related Party, or

(ii) if Franchise Dealer and all Related Parties have no interest in the storage tanks, lines or dispensing equipment located at the Marketing Premises and have no interest in the underlying estate of the Marketing Premises (excluding only the Leases/Subleases), any environmental

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contamination or occurrence in whole or in part arising out of any act or omission of Franchise Dealer or any Related Party;

(f) use of the Marketing Premises by Franchise Dealer, its agents, contractors, and/or employees;

(g) purchase, delivery, receipt, storage, dispensing, or sale of motor fuel not bought from Distributor;

(h) installation, existence, use, or removal of any storage tank(s), lines or dispensing equipment, in whole or in part, not owned by Distributor or its Affiliates, and the delivery of products into or out of such storage tank(s), lines or dispensing equipment;

(i) defective condition of the Marketing Premises whether due to any latent or patent defect;

(j) failure by Franchise Dealer to comply with Franchise Dealer's maintenance obligations under this Agreement or any related or supplemental agreement including any agreement relating to a Related Business ("failure" shall include any unreasonable delay);

(k) acts or omissions, whether occurring on or off the Marketing Premises, of any person(s) including, without limitation, Franchise Dealer, its agents, contractors, employees and/or any third parties, and excepting only Distributor, its agents, and/or employees, even if such acts or omissions, by whomever committed, constitute a criminal act;

(l) activities of third parties acting on behalf of or pursuant to any joint venture, partnership, co-branding arrangement, sublease, license or other agreement with, Franchise Dealer with respect to the Marketing Premises, management of the Franchise or conduct of the Businesses;

(m) claims by creditors of Franchise Dealer or any Related Party;

(n) failure by Franchise Dealer to obtain or keep current the amounts and types of insurance required by this Agreement or to comply with the terms and conditions of the insurance obtained;

(o) failure by Franchise Dealer, its agents, contractors, and/or employees, to fully comply with: any laws, or any provision, covenant, standard, or requirement of this Agreement and any related agreements; or

(p) liens or claims of any contractors, subcontractors, suppliers, materialmen, workers, other persons or entities (excepting only Distributor, its agents, contractors, and/or employees) relating to the Marketing Premises.

12.3 Notices; Choice of Counsel. Franchise Dealer shall promptly notify Distributor of any Proceeding. If Distributor is or may be named as a party in the Proceeding, Distributor may elect (but is not obligated) to undertake the defense or settlement of the Proceeding with counsel of Distributor's choice. If Distributor does not elect to undertake the defense or settlement of the Proceeding, Franchise Dealer shall use counsel acceptable to Distributor. If Franchise Dealer fails to use counsel acceptable to Distributor or if Distributor, in its discretion, determines that a conflict of interest exists between Distributor and Franchise Dealer in the defense of the Proceeding, Distributor may engage counsel of its choice to separately represent it in the Proceeding. No undertaking or separate representation of counsel by Distributor under this Section 12.3 in any manner limits or waives Franchise Dealer's obligation to indemnify and defend, or pay for the defense of, Distributor.

12.4 Remedies. With respect to any Proceeding, Distributor may, at any time and without notice, in order to protect persons or property or the reputation or goodwill of Distributor or others, consent or agree to any settlement or remedial or corrective action as Distributor deems expedient, if, in Distributor' sole judgment, there are reasonable grounds to believe that:

(a) any of the acts or circumstances enumerated in Section 12.2 have occurred; or

(b) any act or omission of Franchise Dealer or any Related Party may result directly or indirectly in future damage, injury or harm to any person or any property.

12.5 Defenses. All Losses incurred under this Article XII shall be chargeable to and paid by Franchise Dealer, regardless of any actions, activities or defenses undertaken by the Indemnitees, or subsequent success or failure of any actions, activities or defenses.

12.6 Recovery Obligations. Under no circumstances will Indemnitees be obligated to seek recovery from third parties or mitigate their Losses in order to maintain a claim against Franchise Dealer. Any Indemnitee's failure to pursue a recovery or mitigate a Loss will in no way reduce the amounts recoverable by that Indemnitee from Franchise Dealer.

12.7 Claims against Distributor. Franchise Dealer represents and warrants that Franchise Dealer has no knowledge of

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any claim by Franchise Dealer or any related party against the Indemnitees on the date of this Agreement. Franchise Dealer's obligation to disclose claims includes the disclosure of claims of which Franchise Dealer would have acquired knowledge upon reasonable inquiry or the exercise of due diligence.

12.8 Criminal Act. "Criminal Act" as used in the Agreement means any act(s) or omission(s) having the nature of crime. criminal Act does not require proof of arrest, the filing of criminal charges, formal criminal processing, indictment, or conviction.

12.9 Survival. The provisions of this Article XII shall survive the expiration or earlier termination of this Agreement.

ARTICLE XIII
FAILURE TO PERFORM; ALLOCATION

13.1 General Contingencies; Force Majeure.

(a) Distributor is not liable for any consequences to Franchise Dealer, including loss, damage, or demurrage due to any delay or failure in performance, arising out of any cause beyond Distributor's reasonable control including:

(i) Governmental Action. Compliance with any action, order, direction, request or control of any governmental authority or person purporting to act for any governmental authority; or

(ii) Force Majeure. Interruption, unavailability or inadequacy of the supply of the Products or of any facility of production, manufacture, storage, transportation, distribution or delivery, for any reason, including wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, floods, acts of God, accidents or breakdowns, plant shutdowns for repairs, maintenance or inspection, or weather conditions.

(b) Distributor shall not be required to remove any cause or replace the affected source of supply or facility if Distributor determines the action would involve additional expense or a departure from its normal practices.

(c) Franchise Dealer is not liable for failure to receive Products if Franchise Dealer is prevented from receiving and using them in Franchise Dealer's customary manner by any cause beyond Franchise Dealer's reasonable control.

13.2 Allocation.

(a) If there is, or Distributor determines there may be, a shortage of supplies, for whatever reason, so that Distributor is or may be unable to meet the demands of some or all of its customers, Distributor may allocate to and among its retail dealers those quantities of Product that Distributor determines it has available for distribution to that class of trade, or subgroup within that class of trade, from any specific terminal or point of supply. Distributor is not required to make up any deliveries or quantities omitted as a result of any cause or allocation

under this Article XIV including deliveries or quantities omitted by Distributor in allocating Products among its retail dealers under this Section 13.2, and Distributor is not liable for any damages or losses in connection with those omitted deliveries or quantities.

(b) In all situations of perceived or actual supply shortages, Distributor may join or comply with any voluntary or non-mandatory price, supply, allocation or delivery restriction systems or programs designed or supported by any governmental authority. Any decision or determination made by Distributor under this Article XIII will be made in Distributor's sole discretion when acting in good faith in the ordinary course of business.

ARTICLE XIV
MISCELLANEOUS

14.1 Significance of Terms and Conditions.

(a) FRANCHISE DEALER ACKNOWLEDGES THAT EACH TERM AND CONDITION OF THIS AGREEMENT IS A REASONABLE AND MATERIALLY SIGNIFICANT PROVISION AND THAT ANY BREACH OF THE TERMS AND CONDITIONS IS SUBSTANTIAL AND PROVIDES REASONABLE BASIS FOR TERMINATION OR NON-RENEWAL. THE PARTIES ALSO ACKNOWLEDGE THAT THIS AGREEMENT IS SUBJECT TO THE PMPA, AND NOTHING CONTAINED HEREIN IS INTENDED TO REDUCE THE RIGHTS OF EITHER PARTY UNDER THAT LAW.

(b) Franchise Dealer has expressly acknowledged in this Agreement that the failure to meet certain obligations constitutes a failure to comply with a reasonable and materially significant provision of this Agreement or the Franchise Relationship. These acknowledgments may not be construed as intending that other provisions, which are not so acknowledged, are not reasonable and materially significant provisions of this Agreement and the

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Franchise Relationship.

14.2 Approvals and Consents. If this Agreement requires the prior approval or consent of Distributor, Franchise Dealer shall make a timely written request to Distributor for its approval or consent, and any approval or consent must be obtained in writing. Distributor makes no warranties or assurances upon which Franchise Dealer may rely, and assumes no liability or obligation to Franchise Dealer by:

(a) providing any waiver, approval, consent, or suggestion to Franchise Dealer in connection with any approval or consent; or

(b) reason of any neglect, delay or denial of any request.

14.3 Strict Compliance. Subject to the PMPA, Distributor's rights at any time to:

(a) demand strict compliance with any obligation or condition under this Agreement or any related or supplemental agreement, or

(b) exercise any rights or remedies in connection with Franchise Dealer's default under this Agreement or any related or supplemental agreement,

are not waived or impaired by:

(i) Distributor's failure to exercise any right under this Agreement or any supplemental or related agreement,

(ii) Distributor's failure to insist upon strict compliance by Franchise Dealer with any obligation or condition in this Agreement or any supplemental or related agreement,

(iii) any course of dealing of the parties or any trade practice or practice of the Parties at variance with this Agreement or any related or supplemental agreement,

(iv) Distributor's waiver of any prior default, whether or not similar, or

(v) Distributor's delay, forbearance or failure to exercise any power or right arising out of default by Franchise Dealer under this Agreement or any related or supplemental agreement.

14.4 Notices. Unless otherwise expressly provided in this Agreement, all notices, communications and delivery of information must be in writing and must be:

(a) if to Distributor, posted by registered or certified mail, return receipt requested, or overnight mail by a recognized carrier, signature required, to the following address:

Lehigh Gas Wholesale LLC
702 West Hamilton Street
Suite 203
Allentown, PA 18101
Attn: David Hrinak

(b) if to Franchise Dealer, posted by registered or certified mail, return receipt requested, or overnight mail by a recognized carrier, signature required, to the following address:

Lehigh Gas — Ohio, LLC
702 West Hamilton Street

Suite 203
Allentown, PA 18101
Attn: Joseph V. Topper, Jr.

Where commercially reasonable, Distributor may also communicate or deliver information to Franchise Dealer by electronic or telephonic means including those means of communication specified in Section 5.9.

Distributor may change the address for delivery of notices to it by furnishing written notice pursuant to this Section 14.4. Notice is deemed furnished on the first to occur of the following:

(a) if made by personal delivery, the date the notice is personally delivered;

(b) if made by registered or certified mail, three (3) business days after the date the notice is deposited in the United

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States mail, postage prepaid, and properly addressed; or

(c) if made by Distributor using electronic or telephonic communications, upon receipt by Franchise Dealer.

14.5 Distributor Legal Fees and Costs. Franchise Dealer will promptly reimburse Distributor on demand for all costs, fees (including attorneys and expert witness fees), and expenses incurred by Distributor in enforcing its rights or remedies under this Agreement.

14.6 Claims. All claims by Franchise Dealer whether or not arising out of this Agreement are barred unless asserted by the commencement of a lawsuit naming Distributor as a defendant in a court of competent jurisdiction within 12 months after the event, act or omission to which the claim relates.

14.7 Limitation of Liability. Distributor is not liable to Franchise Dealer or any other person for:

(a) prospective profits or special, incidental, indirect, punitive or consequential damages in any circumstances arising out of the subject matter of this Agreement or Distributor's acts or omissions relating to that subject matter; or

(b) claims under Section 2.10 in excess of Franchise Dealer's purchase price of the Products to which the claims relate.

14.8 Entire Agreement; Modifications. This Agreement, (including the Exhibits, attachments, and addenda, if any, which are incorporated for all purposes) contains the entire Agreement and understanding between Franchise Dealer and Distributor pertaining to the covered subject matter, and supersede all prior agreements relating to that subject matter. There are no binding oral representations, stipulations, warranties, or "understandings" relating to this Agreement that are not fully set out in this Agreement. Except for those permitted to be made unilaterally by Distributor under this Agreement, no amendment, change or variance from this Agreement is binding on either Party unless agreed in writing by the Franchise Dealer and Distributor's authorized representative.

14.9 Severability and Construction. Except as otherwise expressly provided in this Agreement, each provision, and portion of any provision, of this Agreement is severable. If, for any reason, a provision or portion of any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability will not affect the validity or enforceability of any other provision or portion of a provision. The unaffected provisions, and portions of provisions, will remain in full force and effect.

14.10 Third Party Rights. Except as otherwise expressly provided in this Agreement, no person or entity not a party to this Agreement has any rights or remedies under this Agreement.

14.11 Headings. All headings in this Agreement are intended solely for convenience and do not affect the meaning or construction of any provision of this Agreement.

14.12 Joint and Several Obligations. All acknowledgments, representations, warranties and obligations of Franchise Dealer under this Agreement are made by, and binding on, all those signing this Agreement jointly and severally as Franchise Dealer.

14.13 Distributor Approval. This Agreement is not binding on Distributor until approved and signed on Distributor's behalf by Distributor's authorized representative.

14.14 Terms on Renewal. Nothing in this Agreement is to be construed as preventing Distributor, upon renewal of the Franchise Relationship, from offering Franchise Dealer terms and conditions in good faith and the normal course of business which differ from or are in addition to those in this Agreement, including terms and conditions relating to the Related Businesses or other businesses which may be operated at the Marketing Premises.

14.15 Governing Law. This Agreement 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. Franchise Dealer hereby consents to the jurisdiction of any federal or state court within the Commonwealth of Pennsylvania and also consent to service of process by any means authorized by state or federal law.

ARTICLE XV
ADDITIONAL FRANCHISE DEALER REPRESENTATIONS AND WARRANTIES

15.1 Business Risks. Franchise Dealer represents and warrants that it has conducted an independent investigation of the Related Businesses and recognizes that the related businesses involve business risks and that its success will be largely dependent upon the ability of Franchise Dealer as an independent businessperson. Distributor expressly disclaims the

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making of, and Franchise Dealer represents that it has not received, any representation, warranty or guarantee, express or implied, as to the potential volume, profits or success of the Businesses covered by this Agreement.

15.2 Representations. Franchise Dealer represents and warrants that it has no knowledge of any representation or warranty by Distributor or any of its Affiliates or its officers, directors, shareholders, employees, agents or contractors concerning the Businesses that is contrary to the terms of this Agreement or the documents referred to in this Agreement. Franchise Dealer represents and warrants that:

(a) Distributor has made no representation or warranty to Franchise Dealer that Franchise Dealer will earn or is likely to earn a positive return on any investment made by Franchise Dealer;

(b) the Franchise includes no right of exclusivity;

(c) Distributor has made no representation or warranty that it will buy back or otherwise accept from Franchise Dealer any Products, supplies or equipment purchased or leased by Franchise Dealer in connection with the Businesses;

(d) Franchise Dealer has made no misrepresentation in applying for the Franchise or entering into this Agreement; and

(e) if Franchise Dealer is a corporation or a limited liability company:

(i) Franchise Dealer is duly organized and validly existing;

(ii) Franchise Dealer is authorized to do business and in good standing under the laws of the state of its organization and under the laws of any state in which this Agreement is to be performed;

(iii) Franchise Dealer has the power and authority to enter into this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement; and

(iv) Franchise Dealer's signing, delivery and performance of this Agreement has been duly authorized by all required action.

15.3 Receipt of Attachments and Disclosures. Franchise Dealer represents and warrants that it received a copy of the complete Agreement, the schedules and attachments to the Agreement, and any supplemental and related disclosures required by applicable Law.

15.4 Understanding of Agreements. Franchise Dealer represents and warrants that it has read and understands this Agreement, any attachments, and any related or supplemental agreements, and that Distributor has afforded Franchise Dealer ample time and opportunity to consult with advisers of Franchise Dealer's own choosing about the potential benefits and risks of entering into this Agreement. Franchise Dealer represents and warrants that Franchise Dealer understands and agrees with the terms of this Agreement.

-Signatures on Next Page-

Intending to be legally bound, this Agreement, the Parties have executed this Agreement by their duly authorized representatives.

Signed by the Parties.

Witness/Attest:

DISTRIBUTOR
Lehigh Gas Wholesale LLC

/s/ Dennis M. McCarthy

By: /s/ David F. Hrinak
Name: David F. Hrinak
Title: Vice President

Witness/Attest:

FRANCHISE DEALER
Lehigh Gas — Ohio, LLC

By: Lehigh Gas — Ohio Holdings, LLC

/s/ Dennis M. McCarthy

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

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EXHIBIT A

SiteID	Location	FUEL BRAND
KY0001	506 Commonwealth, Erlanger KY	BP

KY0002	7961 US Highway 42, Florence KY	BP
KY0003	30 Donnermeyer Dr, Bellevue KY	BP
KY0004	610 West 4th Street, Covington KY	BP
KY0005	2447 Anderson Road, Crescent Springs KY	BP
KY0006	4301 Winston, Covington KY	BP
KY0007	2625 Alexandria Pike, Highland Hts KY	BP
KY0009	8039 Burlington Pike, Florence KY	BP
MA0001	181 Elm Street, Westfield MA	MOBIL
MA0004	162 Southampton, Westfield MA	MOBIL
MA0006	236 Route 15, Sturbridge MA	MOBIL
MA0008	65 Main Street, Milford MA	BP
MA0009	1744 Centre St., West Roxbury MA	BP
MA0010	1 Powder Mill Rd, Maynard MA	BP
MA0011	221 Main St., Gardner MA	BP
MA0012	663 Washington St, Stoughton MA	BP
MA0013	295 Mass. Ave., Arlington MA	BP
MA0014	484 Broadway, Methuen MA	BP
MA0016	245 N. Main St., Randolph MA	Gulf
MA0017	110 Galen St., Watertown MA	BP
MA0018	22 Bridge Street, Dedham MA	BP
MA0019	4 Whiting Street, Hingham MA	BP
MA0020	61 Homer Avenue, Ashland MA	Getty
MA0021	325 Washington St, Woburn MA	BP
MA0022	563 Trapelo Rd., Belmont MA	BP
MA0023	792 Truman Hywy, Hyde Park MA	BP
MA0024	2081 Revere Beach Parkway, Everett MA	Getty
MA0025	527 Grafton Street, Worcester MA	BP
MA0026	609 Park Ave., Worcester MA	BP
MA0027	East Main St, Webster MA	BP
MA0028	185 Mechanic St, Clinton MA	BP
MA0029	10 Main St., Foxborough MA	BP
MA0030	564 Main St., Clinton MA	BP
MA0031	331 Bennington St, Boston MA	BP
MA0032	964 Boylston St, Newton MA	BP
MA0033	30 Lowell Street, Methuen MA	BP
MA0034	399 Webster Street, Rockland MA	BP
MA0035	1052 S. Main Street, Bellingham MA	BP
MA0036	571 Main St., Walpole MA	BP
MA0037	785 Turnpike Street, North Andover MA	BP
MA0038	1 Oak Hill Road, Westford MA	BP
MA0039	309 Chelmsford Street, Lowell MA	BP

MA0040	481 Washington Street, Auburn MA	BP
MA0041	245 Haverhill Street, Methuen MA	BP
MA0042	9 Haverhill Road, Amesbury MA	BP
MA0044	581 Boston Post Rd, Billerica MA	BP
MA0045	801 Lakeview Ave, Lowell MA	Getty
MA0046	163-164 Pelham Street, Methuen MA	BP
MA0047	1-1/2 Sylvan Street, Peabody MA	BP
MA0048	60-70 Franklin Street, Quincy MA	BP
MA0049	94 Jackson Street, Salem MA	BP
MA0050	869 Main St (Rt 38), Tewksbury MA	BP
MA0051	262 Groton Road, Westford MA	BP
MA0052	317 Montvale Ave., Woburn MA	BP
MA0053	724 Bedford St, Bridgewater MA	BP
MA0054	860 Southbridge St., Auburn MA	BP
MA0055	2 Summer St, Barre MA	BP
MA0056	390 Belmont Street, Worcester MA	BP
MA0057	1177 No. Main Street, Clinton MA	BP
MA0058	974 Southbridge Street, Worcester MA	BP
MA0059	77 Highland Street, Worcester MA	Getty
MA0060	288 Central Street, Leominster MA	BP
MA0061	248 Lincoln Street, Worcester MA	BP
MA0062	48 West Main Street, Northborough MA	BP
MA0063	21 West Boylston Street, West Boylston MA	BP
MA0064	176 Worcester Rd., Southbridge MA	BP
MA0065	205 Worcester Road, Sterling MA	BP
MA0066	318 Boston Road, Sutton MA	BP
MA0067	1107 Pleasant Street, Worcester MA	BP
MA0068	Rt.140,Main St. & Hartford Pk, Upton MA	BP
MA0069	11 Milk Street, Westborough MA	BP
MA0070	30 Chandler Street, Worcester MA	BP
MA0072	942 South Street, Fitchburg MA	BP

MA0073	702 West Boylston Street, Worcester MA	BP
MA0074	90 Worcester Street, North Grafton MA	BP
MA0075	109 South Main Street, Oxford MA	BP
MA0076	54 Stafford Street, Worcester MA	BP
MA0078	1264 Grafton Street, Worcester MA	BP
MA0079	1660 Worcester Road, Framingham MA	BP
MA0080	Cape Road (Rt. 140) & Water St, Milford MA	BP
MA0081	2 W Hartford Avenue, Uxbridge MA	BP
MA0082	274 High Street, Lowell MA	BP
ME0001	515 Lisbon St, Lewiston ME	Getty
ME0002	Main And Elm Sts, Biddeford ME	Gulf
ME0003	211 Lisbon Road, Lisbon ME	Gulf
ME0006	159 Bridgton Road, Westbrook ME	Lukoil
ME0007	207 Broadway, South Portland ME	Getty
ME0008	510 Sabattus Street, Lewiston ME	Getty

NH0001	Danforth Circle, Derry NH	BP
NH0002	70 Plaistow Road, Plaistow NH	Getty
NH0003	18 High Street, Somersworth NH	BP
NH0004	164 Main Street And Granite, Salem NH	BP
NH0005	2 Mohawk Drive, Londonderry NH	BP
NH0006	129 South Main Street, Rochester NH	BP
NH0010	219 Pembroke Street, Pembroke NH	BP
NH0012	74 Hancock Street, Rochester NH	BP
NH0016	Rt 125, Epping NH	BP
NH0017	1890 Dover Road, Epsom NH	Getty
NH0019	1815 Woodbury Ave, Portsmouth NH	BP
NH0020	233 S. Broadway, Salem NH	BP
NH0021	587 Lafayette Road, Seabrook NH	BP
NH0022	32 Bridge Street, Pelham NH	BP
NJ0002	1 WHITE HORSE PIKE, STRATFORD NJ	EXXON
NJ0006	1072 Route 202, RINGOES NJ	Shell
NJ0014	1251 Route 206, PRINCETON NJ	Shell
NJ0017	135 OLD CRANBURY Road, CRANBURY NJ	EXXON
NJ0023	16 Route 173 WEST, HAMPTON NJ	UNB
NJ0024	1651 Route 38 & PINE Street, MT HOLLY NJ	EXXON
NJ0025	168 Route 173 West, ASBURY NJ	Mobil
NJ0026	169 PERRYVILLE Road, HAMPTON NJ	SHELL
NJ0028	1771 ROUTE 206, SOUTHAMPTON NJ	EXXON
NJ0031	1839 ADMIRAL WILSON BLVD, CAMDEN NJ	EXXON
NJ0035	2 MARLTON PIKE WEST, CHERRY HILL NJ	EXXON
NJ0040	2551 BRUNSWICK Avenue, TRENTON NJ	
NJ0041	2551 Route 31 & PENNINGTON CIRCLE, PENNINGTON NJ	EXXON
NJ0042	258-260 Route 130 NORTH, BORDENTOWN NJ	EXXON
NJ0046	3051 ROUTE 38, MOUNT LAUREL NJ	EXXON
NJ0047	307 SOUTH MAIN Street, FLEMINGTON NJ	
NJ0052	4212 Route 130, WILLINGBORO NJ	EXXON
NJ0053	438 Route 206, HILLSBORO NJ	
NJ0055	4915 Route 130, PENNSAUKEN NJ	EXXON
NJ0060	601 Route 12, FLEMINGTON NJ	EXXON
NJ0061	633 WATER Street, BELVIDERE NJ	Shell
NJ0086	36 Route 15 & 94 PO Box 304, Lafayette NJ	EXXON
NJ0088	549 Hwy. 36 No. & Main Street, Belford NJ	EXXON
NJ0096	632 Second Avenue, Long Branch NJ	EXXON
NJ0114	1291 Springfield Avenue, New Providence NJ	EXXON
NJ0123	268 Route 202, Flemington NJ	EXXON
NJ0166	1001 Highway 71, Spring Lake Heights NJ	EXXON
NJ0202	1300 Galloping Hill Road, Kenilworth NJ	SHELL
NY0001	NY Thruway MP 153 East I-90 103 BROOKSIDE DRIVE, SCHENECTADY NY	MOBIL
NY0004	1469 LAKE Avenue, ROCHESTER NY	MOBIL
NY0006	NY Thruway MP 366 E I-90 20 Erie Station Road, WEST HENRIETTA NY	MOBIL

NY0007	2058 DELAWARE Avenue, BUFFALO NY	MOBIL
NY0011	NY Thruway MP 310 E I-90 310 E Port Byron Area, PORT BYRON NY	MOBIL
NY0023	7185 BOSTON STATE ROAD, HAMBURG NY	MOBIL
NY0030	NY Thruway MP 292 West I-90 Brickyard Rd, WARNERS NY	MOBIL
NY0031	NY Thruway MP 103 North I-87, MALDEN ON HUDSON NY	MOBIL
NY0032	NY Thruway MP 127 South I-87, HANNACROIX NY	MOBIL
NY0033	NY Thruway MP 168 West I-90, PATTERSONVILLE NY	MOBIL
NY0034	NY Thruway MP 172 East I-90, AMSTERDAM NY	MOBIL

NY0035	NY Thruway MP 227 West I-90, FRANKFORT NY	MOBIL
NY0036	NY Thruway MP 127 North I-87, HANNACROIX NY	MOBIL
NY0037	NY Thruway MP 210 East I-90 POBox 1051, LITTLE FALLS NY	MOBIL
NY0038	NY Thruway MP 210 West I-90 PO Box 1051, LITTLE FALLS NY	MOBIL
NY0039	NY Thruway MP 350 West I-90, VICTOR NY	MOBIL
NY0047	1775 MARKETPLACE DRIVE, ROCHESTER NY	MOBIL
NY0048	2311 TRIPHAMMER ROAD, ITHACA NY	MOBIL
NY0050	3550 GENESSE Street, CHEEKTOWAGA NY	MOBIL
NY0064	310 Main St, Bolivar NY	EXXON
NY0065	2 E Main St, Canisteo NY	EXXON
OH0016	7799 MONTGOMERY Road, CINCINNATI OH	BP
OH0017	10843 MONTGOMERY Road, CINCINNATI OH	BP
OH0018	4545 READING Road, CINCINNATI OH	BP
OH0021	4900 MONTGOMERY Road, CINCINNATI OH	BP
OH0022	546 WARDS CORNER Road, LOVELAND OH	BP
OH0023	543 OHIO PIKE, CINCINNATI OH	BP
OH0024	2696 MADISON Road, CINCINNATI OH	BP
OH0025	1201 OMNIPLEX DR, CINCINNATI OH	BP
OH0026	20 North ERIE HIGHWAY, HAMILTON OH	BP
OH0027	727 East MAIN Street, LEBANON OH	BP
OH0028	9855 MASON-MONTGOMERY Road, MASON OH	BP
OH0029	8020 MONTGOMERY Road, CINCINNATI OH	BP
OH0030	1550 QUEEN CITY, CINCINNATI OH	BP
OH0031	3590 MADISON Road, CINCINNATI OH	BP
OH0032	4001 HAUCK Road, CINCINNATI OH	BP
OH0033	11775 SPRINGFIELD PIKE, SPRINGDALE OH	BP
OH0034	7380 BEECHMONT Avenue, CINCINNATI OH	BP
OH0035	6151 PFEIFFER Road, CINCINNATI OH	BP
OH0036	1326 HOPPLE Street, CINCINNATI OH	BP
OH0037	249 West MITCHELL Avenue, CINCINNATI OH	BP
OH0044	1386 STATE ROUTE 125 (OHIO PIKE), AMELIA OH	BP
OH0045	3180 MONTGOMERY ROAD, LOVELAND OH	BP
OH0046	5575 DIXIE HWY, FAIRFIELD OH	BP
OH0048	9171 UNION CENTRE BLVD, WEST CHESTER OH	BP
OH0049	5591 STATE Route 741, MASON OH	BP
OH0051	15150 SNOW Road, BROOKPARK OH	BP
OH0052	29775 CLEMENS Road, WESTLAKE OH	BP
OH0053	4901 FLEET Avenue, CLEVELAND OH	BP
OH0054	402 East BRIDGE Street, ELYRIA OH	BP

OH0056	3059 GROVE Avenue, LORAIN OH	BP
OH0057	508 AVON BELDEN Road, AVON LAKE OH	BP
OH0058	3983 MAYFIELD Road, CLEVELAND HEIGHTS OH	BP
OH0059	801 North LEAVITT Road, AMHERST OH	BP
OH0060	39105 COLORADO Avenue, AVON OH	BP
OH0061	19400 HILLIARD BLVD, ROCKY RIVER OH	BP
OH0062	11250 GRANGER Road, GARFIELD HEIGHTS OH	BP
OH0063	14718 MADISON Avenue, LAKEWOOD OH	BP
OH0064	3065 West 117TH, CLEVELAND OH	BP
OH0065	4282 MONTICELLO, SOUTH EUCLID OH	BP
OH0066	2159 South GREEN Road, UNIVERSITY HEIGHTS OH	BP
OH0067	2643 WARRENSVILLE Road, UNIVERSITY HEIGHTS OH	BP
OH0068	25466 DETROIT Road, WESTLAKE OH	BP
OH0069	13165 LARCHMERE, SHAKER HEIGHTS OH	BP
OH0070	20420 CHAGRIN BLVD, SHAKER HEIGHTS OH	BP
OH0071	5206 STATE Road, PARMA OH	BP
OH0072	7510 BROADVIEW Road, PARMA OH	BP
OH0073	6585 RIDGE ROAD, PARMA OH	BP
OH0074	4910 HARVARD Avenue, NEWBURGH HEIGHTS OH	BP
OH0075	23425 LORAIN ROAD, NORTH OLMSTED OH	BP
OH0076	25295 LORAIN Road, NORTH OLMSTED OH	BP
OH0077	8200 COLUMBIA Road, OLMSTED FALLS OH	BP
OH0078	5200 ROCKSIDE Road, INDEPENDENCE OH	BP
OH0079	17810 BAGLEY Road, MIDDLEBURG HEIGHTS OH	BP
OH0080	4161 West 150TH Street, CLEVELAND OH	BP
OH0081	2801 MAYFIELD, CLEVELAND HEIGHTS OH	BP
OH0082	4006 LEE Road, CLEVELAND OH	BP
OH0083	552 East 152ND Street, CLEVELAND OH	BP
OH0085	10202 LORAIN Avenue, CLEVELAND OH	BP
OH0086	3735 FULTON Road, CLEVELAND OH	BP
OH0087	3100 West 14TH Street, CLEVELAND OH	BP
OH0088	10300 BROOKPARK Road, BROOKLYN OH	BP
OH0089	4774 ROYALTON Road, BROADVIEW HEIGHTS OH	BP

OH0090	25705 CHAGRIN BLVD, BEACHWOOD OH	BP
OH0091	35985 CENTER RIDGE Road, NORTH RIDGEVILLE OH	BP
OH0092	14008 LORAIN Avenue, CLEVELAND OH	BP
OH0093	14043 STATE Road, NORTH ROYALTON OH	BP
OH0094	5219 DETROIT ROAD, SHEFFIELD OH	BP
OH0095	32393 LORAIN ROAD, NORTH RIDGEVILLE OH	BP
OH0096	1700 BROOKPARK ROAD, CLEVELAND OH	BP
OH0098	2701 CHESTER Avenue, CLEVELAND OH	BP
OH0099	25525 CENTER RIDGE, WESTLAKE OH	BP
OH0100	30812 DETROIT Road, WESTLAKE OH	BP
OH0101	5510 Street CLAIR Avenue, CLEVELAND OH	BP
OH0109	736 Dresden, East Liverpool OH	BP
OH0111	16067 SR-170, East Liverpool OH	BP
OH0115	40890 SR-154, Lisbon OH	BP
PA0002	100 East UWCHLAND Avenue, EXTON PA	BP

PA0009	101 OLD YORK ROAD, JENKINTOWN PA	EXXON
PA0011	103 North POTTSTOWN PIKE, EXTON PA	EXXON
PA0023	1229 MCDADE BLVD., WOODLYN PA	EXXON
PA0024	123 NORTH PINE, LANGHORNE PA	EXXON
PA0025	1266 East OLD LINCOLN HWY, LANGHORNE PA	EXXON
PA0034	1419 West MAIN Street, LANSDALE PA	EXXON
PA0062	1825 Route 309, ALLENTOWN PA	EXXON
PA0067	200 West MONTGOMERY Avenue, ARDMORE PA	EXXON
PA0083	2306 LYCOMING CREEK ROAD, WILLIAMSPORT PA	SHELL
PA0089	2401 HAVERFORD ROAD, ARDMORE PA	EXXON
PA0107	3101 North BROAD Street, PHILADELPHIA PA	EXXON
PA0111	3350 East MARKET Street, TWIN OAKS PA	SHELL
PA0115	3655 ROUTE 378, BETHLEHEM PA	EXXON
PA0117	3727 LINCOLN HIGHWAY, THORNDALE PA	EXXON
PA0128	701 Main Street, Red Hill PA	MOBIL
PA0141	53 West FAYETTE Street, UNIONTOWN PA	SHELL
PA0145	555 YORK ROAD, HATBORO PA	EXXON
PA0159	620 WEST DEKALB PIKE, KING OF PRUSSIA PA	EXXON
PA0160	6201 North BROAD Street, PHILADELPHIA PA	EXXON
PA0164	6816 EASTON ROAD, PIPERSVILLE PA	Valero
PA0176	7424 WEST CHESTER PIKE, UPPER DARBY PA	EXXON
PA0178	759 CHESTER PIKE, PROSPECT PARK PA	EXXON
PA0180	799 VALLEY FORGE ROAD, PHOENIXVILLE PA	EXXON
PA0182	801 BALTIMORE PIKE, SPRINGFIELD PA	EXXON
PA0190	9042 ROOSEVELT BLVD, PHILADELPHIA PA	EXXON
PA0195	9996 BUSTLETON Avenue, PHILADELPHIA PA	EXXON
PA0204	Chestnut AND LINE Street, MIFFLINBURG PA	SHELL
PA0211	ROUTES 63 & 113, HARLEYSVILLE PA	EXXON
PA0213	ROUTES I-80 & 115 S, MILESBURG PA	SHELL
PA0222	3577 Route 611, BARTONSVILLE PA	EXXON
PA0227	1130 Baltimore Pike, Glen Mills PA	EXXON
PA0272	1051 Wayne Avenue, Chambersburg PA	EXXON
PA0286	800 Market St, Port Royal PA	EXXON
PA0288	42 Main St, Beech Creek PA	EXXON
PA0290	63 White St, Brookville PA	EXXON
PA0291	3 Center St, Milroy PA	UNB
PA0300	3180 West College Ave, State College PA	EXXON
PA0301	542 South Center Street, Ebensberg PA	EXXON
PA0306	3 North Jefferson St, Mt. Union PA	EXXON
PA0307	1381 E College Ave, State College PA	EXXON
PA0314	115 S Juniata Street, Hollidaysburg PA	EXXON
PA0315	110 N Market St, Martinsburg PA	EXXON
PA0320	101 Bridge St, Jersey Shore PA	EXXON
PA0323	600 Broad St, New Bethlehem PA	EXXON
PA0324	6700 SR-36, Leeper PA	EXXON
PA0326	501 E Main St, Reynoldsville PA	EXXON

PA0328	1473 Port Matilda Hwy, Philipsburg PA	EXXON
PA0329	100 W 10th St, Tyrone PA	EXXON
PA0330	3000 Bear Creek Blvd, Wilkes-Barre PA	MOBIL
PA0333	76 Chestnut St, Bradford PA	EXXON
PA0334	1st St & Buffalo-Pittsburgh Highway, DuBois PA	EXXON
PA0337	400 Philadelphia, Indiana PA	EXXON
PA0360	600 Beaver Avenue, Ellwood City PA	EXXON

PA0365	350 N Main St, Mercersburg PA	EXXON
PA0372	7391 Lincoln Way W, St. Thomas PA	EXXON
PA0383	4361 N Front St, Harrisburg PA	EXXON
PA0384	3377 Bear Creek Blvd, Wilkes-Barre PA	EXXON
PA0418	4612 EDGMONT AVE, BROOKHAVEN PA	MOBIL
PA0429	3050 Lehigh Street, Allentown PA	Valero
PA0430	6100 York Road, New Oxford PA	EXXON
PA0431	50 Main St (Getty), Glen Rock PA	UNB
PA0432	Route 61 & Rr # 3 (Mt Carbon), Pottsville PA	UNB
PA0433	Rt 61 Rd #5 (Fairlane), Pottsville PA	UNB
PA0434	518 Greenfield Road, Lancaster PA	EXXON
PA0435	302 Highland Drive, Mountville PA	EXXON
PA0436	1700 Pennsylvania 72, North Lebanon PA	UNB
PA0437	W. Greenwich & Schylkill Ave, Reading PA	UNB
PA0440	312 West Main Street, New Holland PA	EXXON
PA0441	Main & S.High Streets, Arendtsville PA	EXXON
PA0442	308 E. Wyomissing Avenue, Mohnton PA	EXXON

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 dealer tank wagon prices (DTWs) 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 DTW 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 DTW 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 C

CREDIT PROVISIONS

Pursuant to Section 2.4 of the Agreement, credit is offered In Distributor's sole discretion, as such, Distributor may extend credit to Franchise Dealer on terms and conditions as specified by Distributor, and Distributor may modify the terms and conditions of credit, or revoke credit, at any time or from time to time. If at any time and for any reason (or no reason) Distributor elects to revoke such credit, then the terms of payment as detailed in Section 2.3 of the Agreement shall apply.

The credit offered by Distributor is subject to, conditioned upon, and limited to any of the terms Distributor may require, add or amend, from time to time, including but not limited to the following:

1. **Default**: If Franchise Dealer defaults in the payment of any obligation or indebtedness to Distributor or any related or affiliated entities, or otherwise fails to comply with any credit terms imposed by Distributor. Distributor may without notice or demand, in addition to any other rights it may have (including termination or non-renewal of this Agreement and the Franchise Relationship):

    (a) immediately suspend deliveries of all Products; and
    (b) apply any security which Franchise Dealer may have given to Distributor to the payment of the indebtedness or obligation.

Exhibit 99.1

Lehigh Gas Partners LP Prices Initial Public Offering
Common Units to Trade on the NYSE under the Symbol "LGP"

ALLENTOWN, PA (October 24, 2012) — Lehigh Gas Partners LP, a Delaware limited partnership, announced today it has priced its initial public offering (the "Offering") of 6,000,000 common units representing limited partner interests in Lehigh Gas Partners at $ 20.00 per common unit.

The common units will trade on the New York Stock Exchange under the symbol "LGP" beginning on October 25, 2012. The New York Stock Exchange relied, for approval of the listing, upon adjusted 2010 financial information which is included in the original listing application and is available to the public upon request.

The Offering is expected to close on October 30, 2012 subject to customary closing conditions. The underwriters have been granted a 30-day option to purchase up to an additional 900,000 common units.

Lehigh Gas Partners, headquartered in Allentown, PA, was formed to engage in the wholesale distribution of motor fuels and to own and lease real estate used in the retail distribution of motor fuels. Lehigh Gas Partners owns and leases sites located in Pennsylvania, New Jersey, Ohio, New York, Massachusetts, Kentucky, New Hampshire and Maine.

Raymond James & Associates, Inc. and Robert W. Baird & Co., Incorporated are acting as joint book-running managers for the Offering. Oppenheimer & Co., Inc., Janney Montgomery Scott LLC, and Wunderlich Securities, Inc. are acting as co-managers for the Offering.

The Offering of common units will be made only by means of a Prospectus. A written Prospectus, meeting the requirements of Section 10 of the Securities Act of 1933, when available, may be obtained from the offices of:

Raymond James & Associates, Inc.
Attn: Equity Syndicate
880 Carillon Parkway
St. Petersburg, FL 33716
(800) 248-8863
andrea.borum@raymondjames.com

Robert W. Baird & Co., Incorporated
Attn: Syndicate Department
777 E. Wisconsin Avenue
Milwaukee, WI 53202
(800) 792-2413
syndicate@rwbaird.com

A registration statement relating to these securities has been filed with, and declared effective by, the Securities and Exchange Commission (SEC). The registration statement is available on the

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SEC's web site at http://www.sec.gov under the registrant's name, "Lehigh Gas Partners LP." This news release shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Lehigh Gas Partners
Lehigh Gas Partners, headquartered in Allentown, PA, was formed to engage in the wholesale distribution of motor fuels and to own and lease real estate used in the retail distribution of motor fuels. Lehigh Gas Partners owns and leases sites located in Pennsylvania, New Jersey, Ohio, New York, Massachusetts, Kentucky, New Hampshire and Maine.

Forward-Looking Statements
This news release contains "forward-looking statements" which are based on current plans and expectations and involve a number of risks and uncertainties that could cause actual results and events to vary materially, including but not limited to the inability to complete the initial public offering and to list the common units on the New York Stock Exchange. For a full discussion of these risks and uncertainties, please refer to the "Risk Factors" section of the Registration Statement on Form S-1 initially filed by Lehigh Gas Partners LP on May 11, 2012 and the information included in subsequent amendments and other filings. These forward-looking statements are based on and include our expectations as of the date hereof. Subsequent events and market developments could cause our expectations to change. While we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, even if new information becomes available, except as may be required by applicable law.

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CONTACTS:

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kyeakel@lehighgas.com

Pete Waldron
Vice President, Public Affairs, Corporate Communications & Philanthropy
Lehigh Gas Partners
(610) 625-8073
pwaldron@lehighgas.com

Exhibit 99.2

Lehigh Gas Partners LP Completes Initial Public Offering
Net proceeds exceed $111.6 million before offering expenses

ALLENTOWN, PA (October 30, 2012) — Lehigh Gas Partners LP, a Delaware limited partnership, announced today it has completed its initial public offering (the "Offering") of 6,000,000 common units representing limited partner interests in Lehigh Gas Partners at $20.00 per common unit. The common units are traded on the New York Stock Exchange under the symbol "LGP."

Net proceeds received by Lehigh Gas Partners from the sale of the common units totaled approximately$111.6 million, after deducting the underwriting discount and structuring fee, but before taking into account estimated offering expenses.

Lehigh Gas Partners, headquartered in Allentown, PA, was formed to engage in the wholesale distribution of motor fuels and to own and lease real estate used in the retail distribution of motor fuels. Lehigh Gas Partners owns and leases sites located in Pennsylvania, New Jersey, Ohio, New York, Massachusetts, Kentucky, New Hampshire and Maine.

Raymond James & Associates, Inc. and Robert W. Baird & Co., Incorporated acted as joint book-running managers for the Offering. Oppenheimer & Co., Inc., Janney Montgomery Scott LLC, and Wunderlich Securities, Inc. acted as co-managers for the Offering.

The Offering of common units was made only by means of a Prospectus. A written Prospectus, meeting the requirements of Section 10 of the Securities Act of 1933, may be obtained from the offices of:

Raymond James & Associates, Inc.
Attn: Equity Syndicate
880 Carillon Parkway
St. Petersburg, FL 33716
(800) 248-8863
andrea.borum@raymondjames.com

Robert W. Baird & Co., Incorporated
Attn: Syndicate Department
777 E. Wisconsin Avenue
Milwaukee, WI 53202
(800) 792-2413
syndicate@rwbaird.com

A registration statement relating to these securities has been filed with, and declared effective by, the Securities and Exchange Commission (the "SEC"). The registration statement is available on the SEC's web site at http://www.sec.gov under the registrant's name, "Lehigh Gas Partners LP." This news release shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Lehigh Gas Partners
Lehigh Gas Partners, headquartered in Allentown, PA, was formed to engage in the wholesale distribution of motor fuels and to own and lease real estate used in the retail distribution of motor fuels. Lehigh Gas Partners owns and leases sites located in Pennsylvania, New Jersey, Ohio, New York, Massachusetts, Kentucky, New Hampshire and Maine.

Forward-Looking Statements
This news release may be deemed to contain "forward-looking statements" based on current plans and expectations and involving a number of risks and uncertainties that could cause actual results and events to vary materially. For a full discussion of these risks and uncertainties, please refer to the "Risk Factors" section of the Registration Statement on Form S-1 initially filed by Lehigh Gas Partners LP on May 11, 2012 and the information included in subsequent amendments and other filings. Any forward-looking statements are based on and include our expectations as of the date hereof. Subsequent events and market developments could cause our expectations to change. While we may elect to update any forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, even if new information becomes available, except as may be required by applicable law.

# # #

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