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KELLY A. SILVESTER  
DAVIS COUNTY, UTAH RECORDER  
06/23/2025 08:34:45 AM  
FEE: \$40.00 Pgs: 11  
DEP eCASH REC'D FOR: FIRST AMERICAN TITLE  
INSURANCE COMPANY - NCS HOUSTON

**UPON RECORDATION RETURN TO:**

Haynes and Boone, LLP  
1221 McKinney Street, Suite 4000  
Houston, Texas 77010  
Attn: Elizabeth Shamburg

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*(Space above this line for recording purposes only.)*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**PETROLEUM WHOLESALE, L.P., SUN DEVELOPMENT, L.P., and JC CAPITAL, LP,**  
each a Texas limited partnership,  
as Grantors

for the benefit of

**REGIONS BANK**  
as Administrative Agent and Collateral Agent, as the Beneficiary

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**OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS**

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Dated:

As of Friday, June 20, 2025

Store Nos: **TX:** 123, 120, 105, 400, 111, 172, 125, 167, 132, 457, 149, 169, 164, 115, 109, 116b, 116, 363, 106, 112, 168, 476, 312, 390, 170; **AZ:** 605, 640, 639 & 603; **UT:** 875, 828, 807, 978; **CO:** 525, 502, 535, 508; **KS:** 574; **NM:** 675; **WY:** 586

This **OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS** (this "Amendment") is made as of June 20, 2025 (the "Amendment Effective Date"), by and among **PETROLEUM WHOLESALE, L.P.**, **SUN DEVELOPMENT, L.P.**, and **JC CAPITAL, LP**, each a Texas limited partnership, with an address of 8550 Technology Forest Place, The Woodlands, Texas 77381 (each individually, a "Grantor", and collectively, the "Grantors"), and **REGIONS BANK**, acting in its capacity as Administrative Agent and Collateral Agent for the lenders (collectively, the "Lenders") from time to time party to the Credit Agreement (as such term is defined below) and any other holder of the Obligations (as such term is defined in the Credit Agreement), with an address of Syndicate Services, 1180 W. Peachtree St. N.W., Suite 1400, Atlanta, Georgia 30309 (in such capacities, together with any successors and permitted assigns in such capacities, the "Agent"), as beneficiary (the "Beneficiary").

RECITALS:

A. The Grantors, as borrowers, the Lenders and the Agent have entered into that certain Amended and Restated Credit Agreement, dated as of May 14, 2020 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of October 14, 2020, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement, dated as of December 23, 2020, as further amended by that certain Third Amendment to Amended and Restated Credit Agreement, dated as of August 10, 2021, as further amended by that certain Fourth Amendment to Amended and Restated Credit Agreement, dated as of December 31, 2021, as further amended by that certain Fifth Amendment to Amended and Restated Credit Agreement, dated as of March 28, 2023, as further extended by that certain extension letter agreement, dated as of January 8, 2024, and as further amended, restated, amended and restated, supplemented, increased, extended, refinanced, renewed, replaced, and/or otherwise modified in writing from time to time prior to the Sixth Credit Agreement Amendment Effective Date (here and hereafter as such term is defined below), the "Existing Credit Agreement"; and the Existing Credit Agreement as amended and extended by that certain Sixth Amendment to Amended and Restated Credit Agreement and Waiver (the "Sixth Credit Agreement Amendment"), dated on or around the Amendment Effective Date, the "Amended Credit Agreement"; and the Amended Credit Agreement as it may be further amended, restated, amended and restated, supplemented, increased, extended, refinanced, renewed, replaced, and/or otherwise modified in writing from time to time, the "Credit Agreement";

B. As collateral security for the Obligations of the Grantors under the Credit Agreement, the Grantors executed and delivered the mortgages and/or deeds of trust described on **Exhibit "A"** attached hereto and incorporated herein by reference, as the same may have been amended, restated, amended and restated, supplemented, extended, replaced, and/or otherwise modified in writing from time to time prior to the date of effectiveness of the Sixth Credit Agreement Amendment (such date, the "Sixth Credit Agreement Amendment Effective Date"), collectively, the "Existing Security Instruments", and each individually, an "Existing Security Instrument"; and each Existing Security Instrument as amended by this Amendment, an "Amended Security Instrument", and collectively, the "Amended Security Instruments"; and the Amended Security Instruments as they may be further amended, restated, amended and restated, supplemented, extended, replaced, and/or otherwise modified in writing from time to time after the Amendment Effective Date, collectively, the "Security Instruments", and each individually, a "Security Instrument"; and

C. In connection with the Sixth Credit Agreement Amendment, the Agent has required that each of the Existing Security Instruments be amended to reflect the extension, pursuant to the Sixth Credit Agreement Amendment, of the loan maturity date set forth in the Existing Credit Agreement to January 13, 2027.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

A G R E E M E N T:

1. Defined Terms. All capitalized terms used in this Amendment but not otherwise defined herein shall have the respective meanings provided for such terms in the applicable Security Instrument or in the Credit Agreement, as applicable.

2. Amendments to Existing Security Instruments. Each Existing Security Instrument is hereby amended as follows:

(a) All references to an existing maturity date or an existing commitment termination date of (in any such case) either May 14, 2025 or July 13, 2025, as applicable in each Existing Security Instrument, are hereby deleted and replaced with reference to "January 13, 2027"; and

(b) All references to the Existing Credit Agreement in each Existing Security Instrument shall hereinafter refer to the Credit Agreement.

3. No Other Amendments. Except as amended hereby, the Security Instruments are acknowledged to be in full force and effect as written.

4. Ratification and Confirmation. Each Grantor hereby agrees that the amendment and modification of each of the Existing Security Instruments by this Amendment shall in no manner affect or impair any of the rights, security interests, or liens securing payment of the Secured Obligations (here and hereafter as such term is defined in the applicable Security Instrument) or of the Obligations (here and hereafter as such term is defined in the Credit Agreement), as applicable, and further, that, such rights, security interests, and liens shall *not* in any manner be waived, the purpose of this instrument being, in part, to carry forward all rights, security interests, and liens of the Amended Security Instruments securing payment of the Secured Obligations or of the Obligations (as applicable), each Grantor (a) ratifies and confirms all provisions of the Amended Security Instruments, (b) ratifies and confirms that all guaranties, assurances, and liens granted, conveyed, or assigned to, or in favor of, the Beneficiary and/or the Lenders under the Credit Documents (here and hereafter as such term is defined in the Credit Agreement) are *not* released, reduced, or otherwise adversely affected by this Amendment, and (c) agrees to perform such acts and duly authorize, execute, acknowledge, deliver, file, and record such additional documents, instruments and certificates as the Beneficiary may reasonably request in order to create, perfect, preserve, and protect those guaranties, assurances, and liens.

5. No Oral Agreements. THIS WRITTEN AMENDMENT, TOGETHER WITH ALL OF THE OTHER CREDIT DOCUMENTS AS AMENDED BY THIS AMENDMENT (TO THE EXTENT APPLICABLE) AND IN EFFECT ON THE AMENDMENT EFFECTIVE DATE, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY *NOT* BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6. Multiple Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties to this Amendment may execute this Amendment by signing any of the counterparts.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

IN WITNESS WHEREOF, each of the Grantors have caused this Amendment to be duly executed and delivered by its below respective duly authorized officer as of the Amendment Effective Date.

**GRANTORS:**

**PETROLEUM WHOLESALE, L.P.,**  
a Texas limited partnership

By: PWI GP L.L.C.,  
a Texas limited liability company,  
its sole General Partner

By: \_\_\_\_\_  
Name: John W. Cook  
Title: Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

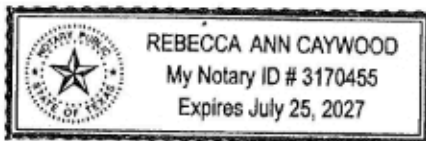
This instrument was acknowledged before me on the 11 day of June, 2025, by John W. Cook, Manager of PWI GP L.L.C., a Texas limited liability company, the sole general partner of of Petroleum Wholesale, L.P., a Texas limited partnership, which acknowledged this instrument on behalf of such limited partnership.

Rebecca Ann Caywood  
Notary Public in and for the State of Texas

My Commission Expires:

7-25-27

(SEAL)



[Signature Pages Continue]

**SUN DEVELOPMENT, L.P.,**  
a Texas limited partnership

By: SD GP L.L.C.,  
a Texas limited liability company,  
its sole general partner

By: \_\_\_\_\_  
Name: John W. Cook  
Title: Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

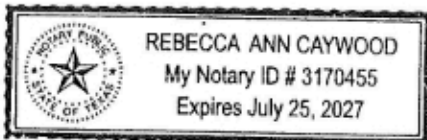
This instrument was acknowledged before me on the 11 day of June, 2025, by John W. Cook, Manager of SD GP, L.L.C., a Texas limited liability company, the sole general partner of Sun Development, L.P., a Texas limited partnership, which acknowledged this instrument on behalf of such limited partnership.

Rebecca Ann Caywood  
Notary Public in and for the State of Texas

My Commission Expires:

7-25-27

(SEAL)



[Signature Pages Continue]

**JC CAPITAL, LP,**  
a Texas limited partnership

By: SD GP L.L.C.,  
a Texas limited liability company,  
its sole general partner

By: \_\_\_\_\_  
Name: John W. Cook  
Title: Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

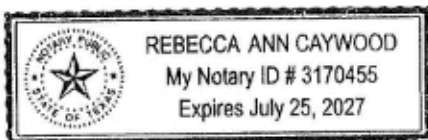
This instrument was acknowledged before me on the 11 day of June, 2025, by John W. Cook, Manager SD GP, L.L.C., a Texas limited liability company, the sole general partner of JC Capital, LP, a Texas limited partnership, which acknowledged this instrument on behalf of such limited partnership.

Rebecca Ann Caywood  
Notary Public in and for the State of Texas

My Commission Expires:

7-25-27

(SEAL)



[Signature Pages Continue]

BENEFICIARY:

**REGIONS BANK,**  
as Administrative Agent and Collateral Agent

By: [Signature]  
Name: [Signature]  
Title: SVP

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

This instrument was acknowledged before me on the 16 day of June, 2025, by Brian Hanley, SVP of Regions Bank acting in its capacity as Administrative Agent and Collateral Agent, which acknowledged this instrument on behalf of Regions Bank.

[Signature]  
Notary Public in and for the State of Texas

My Commission Expires:

02-20-2026

(SEAL)

[Signature Pages End]





**EXHIBIT "A"**

**EXISTING SECURITY INSTRUMENTS**

**Texas:**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 201901 in the Official Public Records of Austin County, Texas. **(Store 123)**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 20200100644 in the Official Public Records of Bexar County, Texas. **(Store 120)**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2020-00004487 in the Official Public Records of Bowie County, Texas. **(Store 105)**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2020-153525 in the Official Public Records of Chambers County, Texas. **(Store 400)**

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2022177421 in the Official Public Records of Chambers County, Texas. **(Store 111)**

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 28, 2024 and recorded as Instrument No. 2416442 in the Official Public Records of Ellis County, Texas. **(Store 172)**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2020054955 in the Official Public Records of Fort Bend County, Texas. **(Store 125)**

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 202099011702 in the Official Public Records of Guadalupe County, Texas. **(Store 167)**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. RP-2020-204625 in the Official Public Records of Harris County, Texas. **(Store 132)**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. RP-2020-204744 in the Official Public Records of Harris County, Texas. **(Store 457)**

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 9, 2023 and recorded as Instrument No. RP-2023-428938 in the Official Public Records of Harris County, Texas. **(Store 149)**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 00112274 in the Official Public Records of Hill County, Texas. **(Store 169)**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 13, 2020 and recorded as Instrument No. 2020-438835 in the Official Public Records of Leon County, Texas. (Store 115)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2020-13363 in the Official Public Records of Midland County, Texas. (Store 109)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2020046305 in the Official Public Records of Montgomery County, Texas. (Stores 116 & 116b)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 487844 in the Official Public Records of Orange County, Texas. (Store 363)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2020000009936 in the Official Public Records of Rockwall County, Texas. (Store 106)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2020-2160 in the Official Public Records of Ward County, Texas. (Store 112)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2020049947 in the Official Public Records of Williamson County, Texas. (Store 168)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 13, 2020 and recorded as Instrument No. 2023485 in the Official Public Records of Ellis County, Texas. (Store 170)

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 5, 2022 and recorded in Volume 2232, Page 35 in the Official Public Records of Hill County, Texas. (Store 164)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. RP-2020-204625 in the Official Public Records of Harris County, Texas. (Stores 312, 390 & 476)

**Arizona:**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated May 14, 2020, recorded as Instrument No. 2020-09364 in the Official Public Records of Cochise County, Arizona. (Store 605)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated May 14, 2020, recorded as Instrument No. 2020-01873 in the Official Public Records of La Paz County, Arizona. (Store 640)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated July 13, 2020, recorded as Instrument No. 2020038213 in the Official Public Records of Mohave County, Arizona. (Stores 639 & 603)

**Utah:**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated July 13, 2020, recorded in Book 7554, Pages 2348-2365 in the Official Public Records of Davis County, Utah. (Store 875)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated May 14, 2020, recorded in Book 7514, Pages 2554-2571 in the Official Public Records of Davis County, Utah. (Store 828)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated May 14, 2020, recorded as Instrument No. 00209868 in the Official Public Records of Millard County, Utah. (Store 807)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated July 13, 2020, recorded as Instrument No. 13327059 in the Official Public Records of Salt Lake County, Utah. (Store 978)

**Colorado:**

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded in Reception No. 2020000044043 in the Official Public Records of Adams County, Colorado. (Store 525)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded in Reception No. 2020054424 in the Official Public Records of Jefferson County, Colorado. (Store 502)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded in Reception No. 2924313 in the Official Public Records of Mesa County, Colorado. (Store 535)

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 13, 2020 and recorded in Reception No. 2020000064828 in the Official Public Records of Adams County, Colorado. (Store 508)

**Kansas:**

Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded in Book 210, Pages 596-612 in the Official Public Records of Russell County, Kansas. (Store 574)

**New Mexico:**

Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded as Instrument No. 2011425 in the Official Public Records of Dona Ana County, New Mexico. (Store 675)

**Wyoming:**

Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 14, 2020 and recorded under Book 1232, Page 3359 in the Official Public Records of Sweetwater County, Wyoming. (Store 586)

Exhibit "A" to  
Omnibus Amendment to Security Instruments

4908-4131-5918

Return To: First American Title Company  
601 Travis, Suite 1875  
Houston, TX 77002  
Attn: Dimetri Malveaux  
NCS No. 148T UT03/UT04