Bill Garrett Davidson County
Batch# 53497 DEEDWARRSP
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Fees: $43.00 Taxes: $9,298.10
20180131-0009901

PREPARED BY:
Vinson & Elkins LLP
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201
Attn: Courtney Hammond

WHEN RECORDED, MAIL TO:
Stewart Title Guaranty Company
1980 Post Oak Blvd., Suite 610
Houston, Texas 77056
Attn: Jackie Furash

TAX ID: 08600020800

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

MACS RETAIL LLC, a Virginia limited liability company ("**Grantor**"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has BARGAINED AND SOLD and by these presents does TRANSFER AND CONVEY unto 7-ELEVEN, INC., a Texas corporation ("**Grantee**"), the tract or parcel of land in Davidson County, Tennessee, being more particularly described in Exhibit A and all buildings and improvements located thereon, together with all of Grantor's rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all easements, rights of ingress and egress, tenements, adjacent streets, roads, alleys, rights of way and any adjacent strips and gores (such land, improvements and interests are hereinafter collectively referred to as the "**Property**").

Recourse against Grantor with respect to the representations, warranties and covenants of Grantor hereunder is subject to the conditions, provisions and limitations set forth in that certain Asset Purchase Agreement (said Asset Purchase Agreement, as further amended, modified or supplemented, is hereafter referred to as the "**Purchase Agreement**") dated as of April 6, 2017, by and among Susser Petroleum Property Company LLC, a Delaware limited liability company, Sunoco Retail LLC, a Pennsylvania limited liability company, Stripes LLC, a Texas limited liability company, Town & Country Food Stores, Inc., a Texas corporation, and MACS Retail LLC, a Virginia limited liability company, as sellers, 7-Eleven, Inc., a Texas corporation ("**7-Eleven**") and SEI Fuel Services, Inc., a Texas corporation and wholly-owned subsidiary of 7-Eleven, as buyers, and, solely for the purposes of Section 5.21 of the Purchase Agreement, Sunoco Finance Corp., a Delaware corporation, and, solely for the purposes of Section 11.21 of the Purchase Agreement, Sunoco, LLC, a Delaware limited liability company, and solely for the purposes of Section 5.21 and Section 11.21 of the Purchase Agreement, Sunoco LP, a Delaware limited partnership, which Purchase Agreement shall remain in full force and effect to the full extent provided by the Purchase Agreement. Any capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to all easements, restrictions, reservations and covenants now of record in the real property records of the county in which the Property is located and further subject to all matters that a current, accurate ALTA survey of the Property would show, in each case, to the extent, and only to the extent, such matters are now in force, valid, and affect title to the Property (but reference to same shall not operate to re-impose same) (hereinafter referred to collectively as the "**Permitted Exceptions**"); provided, however, the foregoing acceptance by Grantee shall not (a) impact the rights and remedies of Grantee (or any Buyer), if any, under the Purchase Agreement or (b) expand or alter any provision of the Purchase Agreement relating to the assumption of any liability by Grantee or any Buyer.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Property to Grantee, its successors and assigns against the lawful claims and demands of all persons claiming or to claim the same or any part thereof or interest therein by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Name and address for person responsible for ad valorem taxes, and name and address of Grantee is:

7-Eleven, Inc.
P.O. Box 711
Dallas, Texas 75221-0711
Attn: Ad Valorem Tax, 7-Eleven Store #: 41072.

This Special Warranty Deed is executed on the date set forth in the acknowledgment below, but is made effective as of January 23, 2018 (the "**Effective Date**").

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of the Effective Date.

MACS RETAIL LLC, a Virginia limited liability company

By: _____
Name: Tom Terry
Title: Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this the 15 day of January, 2018, before me, the undersigned, a Notary Public in the aforesaid State and County, personally appeared Tom Terry, who acknowledged himself to be the Assistant Secretary of MACS RETAIL LLC, a Virginia limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[S E A L]

KELLY GREEN
Notary Public, State of Texas
Comm. Expires 01-24-2021
Notary ID 10791191

_____
Kelly Green
Notary Public, State of Texas
My commission expires January 24, 2021

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The actual consideration or value, whichever is greater, for this transfer is $2,513,000.

_____
Affiant: Tom Terry, Assistant Secretary of MACS Retail LLC

Subscribed and sworn to before me, this 15 day of January, 2018.

[S E A L]

KELLY GREEN
Notary Public, State of Texas
Comm. Expires 01-24-2021
Notary ID 10791191

_____
Kelly Green
Notary Public, State of Texas
My commission expires January 24, 2021

EXHIBIT A

Description of the Property

[Follows this page.]

201801310009901

Site 41072/99

A tract of land in the second Civil District of Metropolitan Nashville, Davidson County, Tennessee, more particularly described as follows:

Beginning at an iron pin set in the northeasterly right-of-way line of Old Hickory Boulevard at its intersection with the southeasterly line of that parcel of land conveyed to Brandon Properties, Inc., of record in Book 6726, Page 997, R.O.D.C, Tennessee; thence,

1. With said southeasterly line, N 32° 59' 37" E, 202.95 feet to a point in the centerline of Dry Fork Creek; thence,

2. With the centerline of said creek S 30°51'37" E, 36.86;

3. With the centerline of said creek S 63°31'26" E, 124.80 feet to a point;

4. With the centerline of said creek S 83°23'26" E, 92.00 feet to a point in the westerly right-of-way line of Andrew Jackson Parkway; thence,

5. With said right-of-way line, 66.73 feet along the arc of a curve to the left, said curve having a radius of 2894.79 feet, a central angle of 1° 19' 15" and a chord bearing and distance of S 15°10' 23" E, 66.73 feet to an iron pin found; thence,

6. With said right-of-way line, S 15° 50' 01" E, 80.03 feet to an iron pin found; thence,

7. With said right-of-way line 139.68 feet along the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 34° 47' 41" and a chord bearing and distance of S 02° 50' 05" W, 137.54 feet to a concrete monument found; thence,

8. S 68° 59' 33" W, 15.76 feet to an iron pin found in the aforesaid northeasterly right-of-way line of Old Hickory Boulevard; thence,

9. 256.02 feet along the arc of a curve to the left, said curve having a radius of 1999.86 feet, a central angle of 07° 20' 06" and a chord bearing and distance of N 57° 26' 05" W, 255.84 feet to an iron pin set; thence,

10. With said right-of-way line, N 61° 06' 00" W, 153.85 feet to the point of beginning and containing 71,991 square feet or 1.653 acres of land.

This property is also known as Lot No. 3 on the Final PUD Plat of Lot 2 (Phase 11) Chandler square, of record in Instrument 200211060136511, said Register's Office.

ALSO KNOWN AND DESCRIBED AS FOLLOWS.

A tract of land in the second Civil District of Metropolitan Nashville, Davidson County, Tennessee, known also as Lot 3 of Chandler Square, as recorded in Instrument 2001106-0136511, records of Davidson County, and being more particularly described as follows:

Beginning at a capped 1/2 inch rebar (old) at the southernmost end of the radial intersection of the northeasterly right-of-way line of Old Hickory Boulevard (having a variable width right of way) with the southwesterly right of way of Andrew Jackson Way (having a variable width right of way) and proceed thence

Along a curve to the left having a radius of 1999.86 feet and an arc length of 220.58 feet, said arc being subtended by a chord with a bearing of North 58 degrees 28 minutes 33 seconds West and a length of 220.47 feet, along the said right of way of Old Hickory Boulevard as recorded in Instrument 20021106-0136511 to a 1/2 rebar (new); thence,

North 62 degrees 56 minutes 50 seconds West for a distance of 131.24 feet along the said right of way of Old Hickory Boulevard as recorded in Instrument 20021106-0136511 to a 1/2 inch rebar (new) on southeastern corner of the property now or formerly owned by Paradigm Property Partners LLC; thence,

North 27 degrees 3 minutes 10 seconds East for a distance of 196.17 feet along the property now or formerly owned by Paradigm Property Partners LLC as recorded in Instrument 20021106-0136511 to a point in the centerline of Dry Fork Creek; thence,

Following said creek South 32 degrees 27 minutes 42 seconds East for a distance of 28.07 feet to a point; thence,

Following said creek South 65 degrees 13 minutes 35 seconds East for a distance of 124.80 feet to a point; thence,

Following said creek South 85 degrees 5 minutes 35 seconds East a distance of 92.09 feet to a point where the centerline of Dry Fork Creek intersects the said right of way of Andrew Jackson Way thence,

Along a curve to the right having a radius of 2894.78 feet and an arc length of 66.80 feet, said arc being subtended by a chord with a bearing of South 15 degrees 58 minutes 29 seconds East and a length of 66.80 feet, along the said right of way of Andrew Jackson Way as recorded in Instrument 20021106-0136511 to a capped 1/2 inch rebar (new), thence,

South 10 degrees 47 minutes 13 seconds East for a distance of 81.38 feet along the said right of way of Andrew Jackson Way as recorded in Instrument 20021106-0136511 to a capped 1/2 inch rebar (old); thence,

Along a curve to the right having a radius of 219.84 feet and an arc length of 108.32 feet, said arc being subtended by a chord with a bearing of South 0 degrees 19 minutes 30 seconds East and a length of 107.23 feet, along the said right of way of Andrew Jackson Way as recorded in Instrument 20021106-0136511 to a 1/2 inch rebar (old) set at the northernmost point of the radial

intersection of the said right of way of Andrew Jackson Way with the said right of way of Old Hickory Boulevard; thence,

Along the said radial intersection a curve to the right having a radius of 24.99 feet and an arc length of 48.72 feet, said arc being subtended by a chord with a bearing of South 69 degrees 35 minutes 48 seconds West and a length of 41.36 feet, as recorded in Instrument 20021106-0136511 to a capped 1/2 inch rebar (old) and THE TRUE POINT OF BEGINNING.

Containing within said bounds 1.522 acres more or less (66,303 square feet)

TOGETHER WITH those easements and rights set forth in that certain Reciprocal Easement Agreement of record in Instrument No. 20021108-0138114, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Macs Retail, LLC by Quit Claim Deed dated 09/26/2014 from Southside Oil, LLC of record in Instrument 201410030091591, Register's Office for Davidson County, Tennessee.

True Copy Certification

I, Julie Read, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Julie Read

State of TENNESSEE
County of RUTHERFORD

Personally appeared before me, Sandra S. Jackson, a notary public for this county and state, Julie Read, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary

My Commission Expires: 08/17/2019

SANDRA S. JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY