Bill Garrett Davidson County
Batch# 53503 DEEDWARRSP
01/31/2018 02:04:30 PM 7 pgs
Fees: $38.00 Taxes: $6,933.80
20180131-0009908

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: 01914001500

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 #: 41061.

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 $1,874,000.

_____
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.]

201801310009908

Site 41061/88

All that certain lot or parcel of land situate in the City of Goodlettsville, County of Davidson, State of Tennessee, and being more particularly described as follows:

Land in Davidson County, Tennessee, being all of Lot No. 3 on the Plan of Resubdivision Lot No. 1, Section Nine & Lot No. 3, Section Three, Northgate Park, as of record in Plat Book 6900, Page 726, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description.

Less and Except that certain conveyance to the City of Goodlettsville as set out by that deed recorded in Instrument No. 20030424-0054897, Register's Office for Davidson County, Tennessee.

Also known and described as follows:

All that tract or parcel of land lying and being in Lot 3 on the Plan of Northgate Industrial Park, Section 3, (as of record in Plat Book 6900, Page 726, Register's Office for Davidson County (RODC), Tennessee, Goodlettsville, Davidson County, Tennessee, being more particularly described as follows:

Beginning at a nail (old) on the southwesterly end of the mitered intersection of the southeasterly right-of-way line of Long Hollow Pike (variable right-of-way width) with the northeasterly right-of-way line of Northgate Drive (50-foot right-of-way width), proceed

1. North 38 degrees 38 minutes 54 seconds East for a distance of 21.63 feet along said mitered intersection to a nail (old) on the northeasterly end of said mitered intersection; thence,

2. Along a curve to the left having a radius of 1480.39 feet and arc length of 95.40 feet, said arc being subtended by a chord with a bearing of North 57 degrees 49 minutes 17 seconds East and a length of 95.38 feet, along the southeasterly right-of-way line of long Hollow Pike to a masonry nail (old); thence,

3. North 57 degrees 25 minutes 57 seconds East for a distance of 3.82 feet along the last said right-of-way line to nail (old); thence,

4. South 34 degrees 53 minutes 22 seconds East for a distance of 10.49 feet along a jog in last said right-of-way line to a capped 1/2" rebar (new) at the end of said jog; thence,

5. North 55 degrees 38 minutes 36 seconds East for a distance of 5.11 feet along last said right-of-way line to a rebar (old) on the westerly end of the radial intersection of last said right-of-way line with the southwesterly right-of-way line of Conference Drive (right-of-way width varies); thence,

6. Along a curve to the right having a radius of 36.42 feet and an arc length of 57.21 feet, said arc being subtended chord with a bearing of South 82 degrees 24 minutes 38 seconds East and a

length of 51.51 feet, along said radial intersection to a capped 1/2" rebar (new) at the southeasterly end of said radial intersection; thence,

7. South 37 degrees 24 minutes 34 seconds East for a distance of 15.88 feet along the southwesterly right-of-way line of Conference Drive to a capped 1/2" rebar (new) on a point of curvature; thence,

8. Along a curve to the right having a radius of 663.06 feet and an arc length of 213.97 feet said arc being subtended by a chord with a bearing of South 28 degrees 9 minutes 53 seconds East and a length of 213.04 feet, along last said right-of-way line to a capped 1/2" rebar (new) on the northeasterly corner of property now or formerly owned by Donald W. Henderson, as recorded in Book 11390, Page 741, RODC; thence,

9. South 69 degrees 6 minutes 42 seconds West for a distance of 169.66 feet along the northerly line of last said property to the northeasterly right-of-way line of Northgate Drive; thence,

10. Along a curve to the left having a radius of 290.85 feet and an arc length of 51.99 feet, said arc being subtended by a chord with a bearing of North 24 degrees 28 minutes 25 seconds West and a length of 51.92 feet, along the northeasterly right-of-way line of Northgate Drive to a rebar (old) on a point on a line; thence,

11. North 29 degrees 36 minutes 41 seconds West for a distance of 179.95 feet along last said right-of-way line to a nail (old) on the southwesterly end of the mitered intersection of the southeasterly right-of-way line of Long Hollow Pike with the northeasterly right-of-way line of Northgate Drive, and the true point of beginning.

Containing within said bounds 0.984 acres (42,871 square feet) more or less.

TOGETHER WITH ingress and egress rights as set forth more particularly in the Warranty Deed recorded at Book 5696, Page 261 in the Davidson County Register of Deed's Office.

Being the same property conveyed to MACS Retail, LLC, a Virginia Limited Liability Company by Quit Claim Deed dated 09/26/2014 from Southside Oil, LLC, a Virginia Limited Liability Company of record in Instrument 201410030091585, 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