Bill Garrett Davidson County
Batch# 53508 DEEDWARRSP
01/31/2018 02:06:30 PM 8 pgs
Fees: $43.00 Taxes: $10,411.80
20180131-0009915

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: 105-10-0-177.00

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 #: 41055.

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 $2,814,000.

_____
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.]

201801310009915

Site 41055/82

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

Tract 1: Land in Davidson County, Tennessee, being the northerly part of Lot No. 100 on the Map of Waverly Place in the Old Tenth Civil District of Davidson County, Tennessee, as of record in Plat Book 57, Page 95, Register's Office for Davidson County, Tennessee, said northerly part of said Lot No. 100 is described as follows: Beginning at a point in the westerly margin of Eighth Avenue South, which point is 83 feet northerly from the southeast corner of said Lot No. 100; running thence northerly with the west margin of Eighth Avenue South 67 feet to a point of curve; thence around this curve and with the west margin of Eighth Avenue South, and the south margin of Acklen Avenue 70 feet to a point; thence continuing along the said margin of said Acklen Avenue westerly 140 feet to a point in the margin of an alley in the rear of this lot, thence with the east margin of said alley southerly 76 feet 10 inches to a point, thence eastwardly 193.8 feet to the point of beginning, as described and shown and located on the plan made by W.B. Southgate, Surveyor on December 1, 1923, said plat being recorded on Page 184 of Plan Book No. 2 of the Chancery Court of Davidson County, Tennessee, to which for more particular description reference is here made.

Tract 2: Land in Davidson County, Tennessee, being part of Lot No. 100 on the Map of Waverly Place, of record in Book 57, Page 95, Register's Office for said County, described as follows:

Beginning on the westerly margin of 8th Avenue South, at the southeast corner of the property conveyed to Standard Oil Company of Louisiana by deed from Joseph R. West, Clerk and Master, of record in Book 626, Page 767, said Register's Office; thence with said oil company's southerly line westwardly 193 feet 8 inches, more or less to the easterly margin of an alley; thence with said alley southwardly 40.5 feet to the northwest corner of the property conveyed to J.W. Montgomery and wife, Georgia K. Montgomery, by deed from T.H. Florence and wife, of record in Book 1632, Page 360, said Register's Office; thence with said Montgomery's northerly line eastwardly 195.4 feet, more or less, to the westerly margin of said 8th Avenue South; thence with same northwardly 41.5 feet to the beginning.

ALSO KNOWN AND DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND lying and being In the Seventeenth Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, being Parcel 177 on Tax Map 105-10, and being part of Lot 100 of Waverly Land Company's Plan of Lots called "Waverly Place" as of record in Book 57, Page 95, Register's Office for Davidson County (R.O.D.C.), Tennessee and being more particularly described as follows:

Beginning at an iron rod (new) on the southern end of the radial intersection of the southerly right-of-way line of Wedgewood Avenue (variable right-of-way width) with the westerly right-of-way line of 8th Avenue South (approximate 70-foot right-of-way width), thence proceed

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1. South 0 degrees 2 minutes 49 seconds West for a distance of 107.50 feet along the westerly right-of-way line of 8th Avenue South to a 2-inch open top pipe found (old) on the northeasterly corner of property now or formerly owned by Herman Istin and recorded as Instrument No. 20090804-0072850, R.O.D.C.; thence,

2. North 88 degrees 43 minutes 2 seconds West for a distance of 194.76 feet along the northerly line of last said property to a 1/2-inch open top pipe found (old) on the easterly margin of an alley; thence,

3. North 1 degree 0 minutes 13 seconds East for a distance of 117.33 feet along the easterly margin of said alley to PK nail set (new) on the southerly margin of said Wedgewood Avenue; thence,

4. Along a curve to the left having a radius of 2904.86 feet and an arc length of 163.21 feet, said arc being subtended by a chord with a bearing of North 85 degrees 28 minutes 56 seconds East and a length of 163.19 feet, along the southerly right-of-way line of Wedgewood Avenue to a 1/2-inch iron rod (new) on the easterly end of the radial intersection of the southerly right-of-way line of Wedgewood Avenue with the westerly right-of-way line of 8th Avenue South; thence,

5. Along a curve to the right having a radius of 27.17 feet and an arc length of 45.60 feet, said arc being subtended by a chord with a bearing of South 48 degrees 2 minutes 25 seconds East and a length of 40.43 feet, along said radial intersection to a 1/2-inch iron rod (new) on the southerly end of said radial intersection and THE TRUE POINT OF BEGINNING.

ALSO DESCRIBED AS:

All that certain lot or parcel of land situate in the City of Nashville, County of Davidson, State of Tennessee, being part of Lot 100 on the "Map of Waverly Place", of record in Book 57, Page 95, Register's Office for Davidson County (R.O.D.C.), Tennessee and being more particularly described as follows:

Beginning at an iron rod (new) on the southern end of the radial intersection of the southerly right-of-way line of Wedgewood Avenue (variable right-of-way width) with the westerly right-of-way line of 8th Avenue South (approximate 70-foot right-of-way width), thence along said westerly right-of-way line, South 04°22'53" West 107.50 feet to an iron rod (new) on the northeasterly line of land of HERMAN ISTRIN, as recorded in Instrument No. 20090804-0072850, R.O.D.C.; thence along said northeasterly line, North 84°22'58" West 194.76 feet to a mag nail (new) on the easterly right-of-way line of a public alley (15-foot right-of-way width); thence along said easterly right-of-way line, North 05°20'17" East 117.33 feet to a mag nail (new) on said southerly right-of-way line of Wedgewood Avenue; thence along said southerly right-of-way line, along a curve to the left for a distance of 163.21 feet, said curve having a radius of 2904.86 feet, and a chord bearing North 89°49'00" East 163.19 feet to a iron rod (new); thence along a curve to the right for a distance of 45.59 feet, said curve having a radius of 27.16

feet, and a chord bearing South 43°42'37" East 40.42 feet to the Point of Beginning. All iron rods set are 1/2-inch rebar with cap stamped "J.NORWOOD RLS 1857". Containing 0.5580 acres (24,305 square feet) of land, more or less, and being the same land described in Stewart Title Guaranty Company Title Commitment File No. 01288-37663 having an effective date of May 7, 2017.

Containing within said bounds 0.558 acres (24,306 square feet) more or less.

2001 8th Avenue South; 105-10-0-177.00

Being the same property conveyed to MACS Retail LLC, a Virginia Limited Liability Company by Deed of Quit Claim dated 09/26/2014 from Southside Oil, LLC, a Virginia Limited Liability Company of record in Instrument 201410030091583, 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