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

Bill Garrett Davidson County
Batch# 56363 DEEDWARRSP
02/08/2018 09:00:30 AM 7 pgs
Fees: $38.00 Taxes: $8,517.40
20180208-0012639

TAX ID: 16100016400

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 #: 41079.

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 $2,302,000.

_____
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.]

Site 41079/107

PARCEL 1

All that certain lot or parcel of land situate in the City of Nashville, County of Davidson, State of Tennessee (erroneously described as being situate in the City of Murfreesboro, County of Rutherford in that deed from Southside Oil, LLC, a Virginia limited liability company, to MACS Retail LLC, a Virginia limited liability company, dated September 26, 2014, and of record in Instrument 201410030091592, Register's Office for Davidson County, Tennessee), and being more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of the Second Revised Plat of Handy City Commercial Area, as of record in Plat Book 5200, Page 65, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

LESS AND EXCEPT that property conveyed to the State of Tennessee as recorded in Book 8022, Page 105, Register's Office for Davidson County, Tennessee.

ALSO KNOWN AND DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND lying and being Lot No. 1 on the Plan of the Second Revised Plat of Handy City Commercial Area, as of record in Plat Book 5200, Page 65, Register's Office for Davidson County, Tennessee, LESS that property conveyed to the State of Tennessee as recorded in Book 8022, Page 105, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin set at the intersection of the southern right-of-way of Old Hickory Boulevard and the eastern right-of-way of Nolensville Pike, proceed along the southern right-of-way of Old Hickory Boulevard North 83 degrees 29 minutes 7 seconds East for a distance of 210.00 feet to a capped 1/2" rebar set (new) on the said right-of-way; thence leaving said right-of-way and running along the western property line now or formerly owned by Wal-Mart Stores East, South 5 degrees 21 minutes 49 seconds East for a distance of 240.02 feet to a capped 1/2" rebar set (new); thence running along the northern property line now or formerly owned by N.R.P.B. Partnership, South 83 degrees 26 minutes 0 seconds West for a distance of 210.00 feet to a 1/2" rebar found (old) on the eastern right-of-way of Nolensville Pike; thence running along said right-of-way North 5 degrees 21 minutes 49 seconds West for a distance of 240.21 feet to a capped 1/2" rebar set (new) and THE TRUE POINT OF BEGINNING.

Containing within said bounds 1.157 acres (50,413 square feet) more or less.

TOGETHER WITH THE FOLLOWING TWO EASEMENTS:

PARCEL 2

EASEMENT NO. 1: Providing ingress-egress from Old Hickory Boulevard to Exxon Property as described as follows:

BEGINNING at a point in the south margin of Old Hickory Boulevard located 240.2 feet easterly from the intersection of the east margin of Nolensville Pike; thence along said margin N 83 degrees 26' E, 35.00 feet to a point; thence, leaving said margin S 05 degrees 21'49" E, 105.00 feet to a point; thence, S 83 degrees 26' W, 65.00 feet to a point in the east boundary line of the Exxon property as of record in Book 5234 Page 220, R.O.D.C.; thence along Exxon's east boundary line N 05 degrees 21'49" W, 55.00 feet to a point; thence, leaving Exxon's boundary line N 83 degrees 26' E, 30.00 feet to a point; thence, N 05 degrees 21' 49" W, 50.00 feet to the point of beginning; containing (5325 Sq. Ft.) 0.12 acre, more or less (as shown more particularly on the plat of record in Plat Book 5200, Page 65, Register's Office for Davidson County, Tennessee).

PARCEL 3

EASEMENT NO. 2: Providing ingress-egress from Nolensville Pike to the Exxon Property and described as follows:

BEGINNING at a point in the east margin of Nolensville Pike located 251.66 feet southerly from the intersection of the south margin of Old Hickory Boulevard; thence leaving said margin and running along the southern boundary line of the Exxon Property as of record in Book 5234 Page 220, R.O.D.C., N 83 degrees 26' E, 50.00 feet to a point; thence S 05 degrees 22' E, 13.00 feet to a point; thence, S 83 degrees 26' W, 77.50 feet to a point in the East margin of Nolensville Pike; thence, with Nolensville Pike, N 05 degrees 22' W, 7.35 feet to a point; thence N 10 degrees 33' 07" E, 28.75 feet to a point; thence leaving Nolensville Pike, N 83 26' E 18.90 feet to a point; thence N 05 22' W, 68.90 feet to a point in the East margin of Nolensville Pike thence, with said margin N 05 degrees 21' 49" W, 26.11 feet to the point of beginning, containing (7344 Sq Ft), 0.17 acre, more or less (as shown more particularly on the plat of record in Book 5200, page 65, Register's Office for Davidson County, Tennessee).

As provided for in that certain Warranty Deed of record in Book 5234, Page 220, Register's Office for Davidson County, Tennessee, and modified by that certain Easement Substitution Agreement as shown of record in Book 7005, Page 134, Register's Office for Davidson County, Tennessee (and shown more particularly on the plat of record at Plat Book 6900, Page 87, Register's Office for Davidson County, Tennessee).

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 Tennessee liability company of record in Instrument 201410030091592, 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