THIS DOCUMENT PREPARED BY:
7-Eleven, Inc.
Legal Department
3200 Hackberry Road
Irving, Texas 75063

WHEN RECORDED MAIL TO
AND SEND FUTURE TAX STATEMENTS
TO:

OP III Nash 1111 Broadway Partners
500 West 5th Street, Suite 700
Austin, Texas 78701

Parcel ID No.: 093-09-0-161.00

Karen Johnson Davidson County
Batch# 1079417 DEEDWARRSP
12/06/2023 03:25:30 PM 9 pgs
Fees: $48.00 Taxes: $114,700.00
20231206-0094444

SPECIAL WARRANTY DEED

7-ELEVEN, INC., a Texas corporation, with a principal address of 3200 Hackberry Road, Irving, Texas 75063 ("Grantor"), **GRANTS, BARGAINS, CONVEYS AND SELLS** to **OP III NASH 1111 BROADWAY PARTNERS**, a Delaware general partnership (successor-by-conversion to, and formerly known as, OP III NASH 1111 Broadway, LP, a Delaware limited partnership), with a principal address of 500 West 5th Street, Suite 700, Austin, Texas 78701 ("Grantee"), for the sum of TEN AND NO/100 DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the real property located in the City of Nashville, County of Davidson, State of Tennessee and more fully described on **Exhibit A** attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining, to Grantee, its successors and assigns, forever. GRANTOR, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that Grantor is lawfully seized of said land in fee simple; that Grantor has good, right and lawful authority to sell and convey said land; Grantor has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, and Grantor hereby SPECIALLY WARRANTS AND AGREES TO FOREVER DEFEND the Property against all persons lawfully claiming the same by, through or under it, but not otherwise,

SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; (ii) those matters set forth on **Exhibit B** attached hereto and made a part hereof; (iii) zoning and other regulatory laws and ordinances affecting the Property; (iv) matters that would be disclosed by an accurate survey of the Property; and (v) rights of Grantor hereunder under the Freestanding Lease dated as of the date hereof by and between Grantor and Grantee (the "Leaseback") (all of the foregoing being the "Permitted Exceptions").

The payment of current ad valorem taxes on the Property having been prorated to the date hereof, the payment thereof is assumed by Grantee, subject to the terms of the Leaseback.

Invalidation of any one provision herein by judgment or court order shall in no way affect any other provision.

The Property is sold and conveyed AS IS, WHERE IS, WITH ALL FAULTS, SUBJECT, HOWEVER, TO THE WARRANTIES OF TITLE SET FORTH IN THIS DEED. GRANTOR DOES NOT EXPRESSLY OR IMPLIEDLY WARRANT OR GUARANTEE THE CONDITION OF THE PROPERTY NOR ITS MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE AGREES AS FOLLOWS: PURSUANT TO SECTION 11 OF THE SALES CONTRACT, DATED AUGUST 15, 2022 (AS AMENDED), BY AND BETWEEN GRANTOR AND GRANTEE, SUBSECTIONS (A) THROUGH (C) BELOW SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON GRANTEE AND ITS SUCCESSORS AND ASSIGNS AS FUTURE OWNERS OF ALL (OR ANY PORTION) OF THE PROPERTY, AND INURE TO THE BENEFIT OF GRANTOR AND ITS SUCCESSORS AND ASSIGNS, AS APPLICABLE. THE INTENTION OF GRANTOR AND GRANTEE IS THAT SAID COVENANTS SHALL LAST IN PERPETUITY; PROVIDED THAT SUCH COVENANTS SHALL NOT BE BINDING ON ANY PERSON OR ENTITY THAT FIRST ACQUIRES RECORD FEE TITLE TO ALL (OR ANY PORTION OF) THE PROPERTY FOLLOWING THE COMPLETION OF THE REDEVELOPMENT OF THE PROPERTY FOR A USE OTHER THAN AS A FUEL STATION (INCLUDING, WITHOUT LIMITATION, ANY PERSON OR ENTITY ACQUIRING ALL (OR ANY PORTION OF) THE PROPERTY AT FORECLOSURE OF A MORTGAGE OR DEED OF TRUST, EVEN IF THE MORTGAGE OR DEED OF TRUST IS OF RECORD PRIOR TO SUCH REDEVELOPMENT), OR ANY PERSON OR ENTITY ACQUIRING ANY OTHER INTEREST IN THE PROPERTY FOLLOWING THE COMPLETION OF SUCH REDEVELOPMENT. IF REQUESTED BY GRANTOR, GRANTEE OR THE THEN OWNER(S) OF THE PROPERTY, BY ITS ACCEPTANCE OF A DEED FOR ALL OR A PORTION OF THE PROPERTY, AGREE TO EXECUTE SUCH DOCUMENTATION OR TAKE SUCH ACTION AS GRANTOR MAY REASONABLY REQUEST TO CONFIRM OR OTHERWISE GIVE EFFECT TO SUCH COVENANTS.

a. Hazardous Substances. Grantee, at its sole cost and expense, assumes liability and responsibility for all environmental obligations or liabilities, including remediation obligations and third party claims, arising from environmental conditions or Hazardous Substances existing on or beneath the Property, or migrating onto or from the Property, at any time prior to or after the Effective Date (as defined below), including, but not limited to: (i) any liability or alleged liability under, any local, state or federal law, rule or regulation or common law duty pertaining to human health, natural resources or the environment, and the regulations promulgated pursuant to said laws, all as amended from time to time and directives of any federal, state or local environmental regulatory entity (collectively, "Environmental Laws"), relating to or affecting the Property, whether or not caused by or within the control of Grantor; (ii) the presence, release or exposure to any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos or asbestos-containing materials, polychlorinated biphenyls, petroleum or petroleum products or byproducts, flammable explosives, radioactive materials, paint containing more than .05% lead by dry weight, infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws (collectively, "Hazardous Substances"), on, in, under or affecting all or any portion of the Property or any surrounding areas, regardless of whether or not caused by or within the control of Grantor; or (iii) any assessment, investigation, containment, removal, clean-up and/or remediation of any Hazardous Substances from all or any portion of the Property or any surrounding areas affected by Hazardous Substances migrating from the Property, including in each case

and without limitation, in connection with any release of any Hazardous Substances on the Property during the term of the Leaseback, INCLUDING WHERE DUE TO THE NEGLIGENT ACTS OF OMISSIONS OF GRANTOR, ITS EMPLOYEES, AGENTS OR CONTRACTORS, INCLUDING DURING THE TERM OF THE LEASEBACK (any releases occurring during the term of the Leaseback being referred to herein as a "Lease Term Release"), except for Grantor's obligations with respect to any Lease Term Release as set forth in Section 15 of the Leaseback (all of the foregoing in this subsection (a), the "Assumed Environmental Liabilities").

b. Waiver and Release. Grantee waives, relinquishes and releases Grantor, its directors, officers, agents and employees, from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages, losses, penalties, fines and interest of any kind whatsoever (including without limiting the foregoing, death of or injury to persons and damage to Property), actually or allegedly resulting from or connected with the Assumed Environmental Liabilities, including any property damage or diminution of property value by reason of the existence of any Hazardous Materials at, on or emanating from the Property.

c. Indemnity. Grantee agrees to protect, defend, hold harmless and indemnify Grantor, its directors, officers, agents and employees from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages, losses, penalties, fines and interest of any kind whatsoever (including without limiting the foregoing, death of or injury to persons and damage to Property), actually or allegedly resulting from or connected with the Assumed Environmental Liabilities.

d. Exxon Restrictions. Grantor and Grantee acknowledge that the Property is subject to certain restrictions created and obligations imposed by that certain Amendment to Deed by and among Grantor, Grantee and Exxon Mobil Corporation recorded on or about the date hereof as Instrument No. 20231206-0094367. All provisions of the Amendment to Deed which, pursuant to the terms of the Amendment to Deed, are required to be inserted into or included in a deed or instrument conveying an interest in the Property, including, to the extent applicable and without limitation, all Engineering and Institutional Controls (as defined in the Amendment to Deed), all use restrictions, all record-keeping and related requirements, and all obligations with respect to the sale, transfer or assignment of any interest in the Property, are by this reference expressly incorporated and inserted into this Deed and made a part hereof (with all incorporated and inserted provisions deemed modified, for purposes of this Deed and to the extent permitted by the Amendment to Deed, to reflect that "Requestors" as used in this Deed means Grantee only), subject to all limitations on and exceptions to such provisions as are set forth in the Amendment to Deed. By incorporating and inserting into this Deed terms of the Amendment to Deed, it is the intent of Grantor and Grantee only to satisfy the requirements of the Amendment to Deed. The incorporation and insertion into this Deed of such terms does not create rights, restrictions, obligations or enforcement rights that are separate from, in excess of or in addition to those that are created by the Amendment to Deed, and such incorporated terms of the Amendment to Deed are enforceable only to the extent of the enforceability of the corresponding provisions set forth in the Amendment to Deed and only by the parties entitled to enforce such corresponding provisions of the Amendment to Deed. Without limiting the foregoing, there shall be no beneficiaries of this paragraph other than those parties to whose benefit the corresponding conditions, covenants and other provisions set out in the Amendment to Deed inure, as set forth in Section 6 thereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW]

State of Texas County of Dallas

I/we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $31,000,000.00 which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

Affiant David J. Colletti, Jr.

Subscribed and sworn to before me

This 27th day of November, 2023.

Name of Notary: Esmeralda Baumann

Notary Public, State of _____

My Commission Expires: _____

NOTARY PUBLIC STATE OF TEXAS
ESMERALDA BAUMANN
Notary Public, State of Texas
My Comm. Expires 07-26-26
Notary ID 353178-9

IN WITNESS WHEREOF, Grantor has duly executed this deed as of November 27, 2023, but is made effective as of this 5th day of DECEMBER, 2023 (the "Effective Date").

ATTEST:

By: _____
Courtney Chouinard
Assistant Secretary

GRANTOR:

7-ELEVEN, INC., a Texas corporation

By: _____
David J. Colletti, Jr.
Senior Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared David J. Colletti, Jr. and Courtney Chouinard, a(n) Senior Vice President and an Assistant Secretary, respectively, of **7-ELEVEN, INC.**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of November, 2023.

(seal)

NOTARY PUBLIC STATE OF TEXAS
ESMERALDA BAUMANN
Notary Public, State of Texas
My Comm. Expires 07-26-26
Notary ID 353178-9

_____
(Notary signature)

_____
(typed or printed name)

My commission expires: _____

IN WITNESS WHEREOF, Grantee has duly executed this deed as of the Effective Date.

GRANTEE:

OP III NASH 1111 BROADWAY PARTNERS,
a Delaware general partnership, successor-by-conversion to, and formerly known as, OP III NASH 1111 Broadway, LP, a Delaware limited partnership

By: EOP III SUB GP, LLC,
a Delaware limited liability company,
its managing partner

By: _____
Name: Chad Marsh
Title: EVP

STATE OF TEXAS §
§
COUNTY OF Travis § §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Chad Marsh as EVP of EOP III SUB GP, LLC, a Delaware limited liability company, the managing partner of **OP III NASH 1111 BROADWAY PARTNERS**, a Delaware general partnership, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was executed as the act of such entities for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 1 day of Dec., 2023.

_____
Notary Public
My Commission Expires: Feb 1, 2025

JESSIE RUSK
Notary ID #132903161
My Commission Expires
February 1, 2025

(Signature Page to Special Warranty Deed)

EXHIBIT A

Property Description

Being part of lot No. 18, 20, 22, 24, 26, 28, on the plan of McNairy's West Nashville Lots, as of record in Book 9, pages 322 and 323, Register's Office for said County and in Minute Book C, pages 136 and 137, Chancery Court at Nashville, more particularly described as follows:

Beginning at a point on the Southerly right-of-way of Broadway Avenue, thence S27°11'29" E a distance of 169.00 feet to a point, thence S62°23'33" W a distance of 303.28 feet to a point on the Easterly right-of-way of 12th Avenue, thence N27°21 '27" W a distance of 169.00 feet along the Easterly right-of-way of 12th Avenue to a point on the Southerly right-of-way of Broadway Avenue, thence N62°23'33" E a distance of 303.77 feet along the Southerly right-of-way of Broadway A venue to the point of beginning.

Being the same property conveyed to 7-Eleven, Inc., a Texas corporation, by Special Warranty Deed from MACS Retail, LLC, a Virginia limited liability company, of record in Instrument No. 20180131-0009918, in the Register's Office of Davidson County, Tennessee, dated January 23, 2018, and recorded on January 31, 2018.

EXHIBIT B

Permitted Exceptions

1. County of Davidson taxes for the year 2023 and subsequent years, not yet due and payable.

2. Taxes and assessments for the year 2024 and thereafter not yet due and payable.

3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the McNairy's West Nashville Lots, recorded in Book 9, Pages 322 and 323, Register's Office for said County and in Minute Book C, Pages 136 and 137, Chancery Court at Nashville.

4. Agreement recorded in Book 4864, Page 493 also recorded at Book 4866, Page 274.

5. Intentionally omitted.

6. Covenants, conditions and restrictions set forth in Sections 3, 4, 5 and 7 of the Amendment of Deed between ExxonMobil Oil Corporation and 7-Eleven, Inc. and Developer, dated DECEMBER 19, 2022 and recorded on December 6, 2023 as Instrument No. 20231206-0094367.

7. Utility and drainage easements retained in Ordinance No. 74-1098 and Amendment No. 1 to Ordinance No. 74-1098 in favor of Metropolitan Government of Nashville and Davidson County.

8. Terms, conditions and stipulations in that Freestanding Lease dated DECEMBER 5, 2023 executed by OP III Nash 1111 Broadway Partners, LP, a Delaware limited partnership (successor-by-conversion to, and formerly known as, OP III NASH 1111 Broadway LP, a Delaware limited partnership, the "Landlord") and 7-Eleven, Inc., a Texas corporation (the "Tenant").

9. Matters disclosed by that certain survey dated August 1, 2022 last revised October 4, 2022 made by The Matthews Company, under Job No. 22-07-01-15004 shows no variations, defects or encroachments of lot lines except the following:

   a. Overhead Electric line(s) traversing the southeasterly boundary line.

   b. Fence(s) not located on boundary lines.

   c. Adjoiner's building encroaches over the property line 0.5' x 6.2'

Certificate of Authenticity

I, Debbie Moore, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document (Amendment to Deed) tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on December 19, 2022.

Debbie Moore

Affiant Signature

12-6-2023

Date

State of Texas

County of Harris

Sworn to and subscribed before me this 6th day of December, 2023.

Notary's Signature

My Commission Expires: 2/23/27

Date

Notary's Seal (if on paper)

NICOLE JOHNSTON
Notary Public, State of Texas
Comm. Expires 02-03-2027
Notary ID 130100861