THIS DOCUMENT PREPARED BY:
Kathryn H. Smith, Esq.
Seyfarth Shaw LLP
1075 Peachtree Street, NE
Suite 2500
Atlanta, GA 30309

WHEN RECORDED MAIL TO:
Sutton Land of Texas, LLC
2615 Calder Avenue, Suite 704
Beaumont, Texas 77702
Attn: Anthony Papa

AND SEND FUTURE TAX STATEMENTS TO:
SG,Holding Inc.
Attn: Sam Ghali
413 RidgeCrest Lane
Lebanon, TN 37087

Karen Johnson Davidson County
Batch# 1287385 DEEDWARRSP
06/20/2025 10:27:30 AM 10 pgs
Fees: $53.00 Taxes: $10,730.00
20250620-0048376

TAX ID: 08600020800

SL-015706

SPECIAL WARRANTY DEED

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

7-ELEVEN, INC., a Texas corporation, with a principal address of 3200 Hackberry Road, Irving, Texas 75063 ("Grantor"), **GRANTS, BARGAINS, CONVEYS AND SELLS** to **SG HOLDING INC.**, a Tennessee corporation, with a principal address of 413 RidgeCrest Lane, Lebanon, TN 37087 ("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 Hermitage, County of Davidson, State of Tennessee and more fully described on **Exhibit A** attached hereto and made a part hereof (the "Property"). For purposes of this Deed, the "Closing" shall mean the recordation of this Deed, fully-executed and acknowledged, in the official records of the County, and the "Closing Date" shall mean the date this Deed is so recorded.

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, except as set forth above, 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) all covenants, conditions, restrictions, servitudes, liens, reservations, easements, rights-of-way, declarations, encumbrances and other matters of record or to which reference is made in the public records; (iii) zoning and other regulatory laws and ordinances affecting the Property; (iv) matters that would be disclosed by an accurate survey; (v) rights of tenants in possession (if any); and (vi) any plat affecting the Property ("Conditions").

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

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

GRANTEE, BY ITS ACCEPTANCE OF THIS CONVEYANCE, HEREBY ACKNOWLEDGES AND AGREES THAT GRANTEE HAS BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH STUDIES AS IT DEEMS NECESSARY OR APPROPRIATE TO FULLY INFORM GRANTEE REGARDING THE CONDITION OF THE PROPERTY, AND GRANTEE AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE. IN ADDITION, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTOR, ALL CITY REAL ESTATE LTD. CO., MATTHEWS RETAIL ADVISORS AND THEIR RESPECTIVE EMPLOYEES, AGENTS OR CONTRACTORS (COLLECTIVELY, "**RELEASED PARTIES**") THAT PARTICIPATED IN ASSEMBLING AND DISTRIBUTING CERTAIN INFORMATION AND DOCUMENTATION IN CONNECTION WITH THE SALE OF THE PROPERTY MAY NOT HAVE COMPLETE KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH IN THIS DEED, GRANTEE ACKNOWLEDGES AND AFFIRMS THAT NONE OF THE RELEASED PARTIES HAVE MADE, AND GRANTOR HEREBY DISCLAIMS, ANY WARRANTY, GUARANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, (I) WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF REPAIR OF THE PROPERTY OR ITS CONSTRUCTION, (II) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCES (HEREINAFTER DEFINED) AT THE PROPERTY, (III) ANY OPERATIVE OR PROPOSED GOVERNMENTAL LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION,

ZONING, ENVIRONMENTAL AND LAND USE LAWS AND REGULATIONS) TO WHICH THE PROPERTY MAY BE SUBJECT, (IV) THE EXTENT OF ANY RIGHT-OF-WAY, LEASE, EASEMENT, LICENSE, RESERVATION OR CONDITION IN CONNECTION WITH THE PROPERTY AND (V) THE DEVELOPMENT POTENTIAL OR THE FITNESS OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTEE ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT WITHOUT RELIANCE ON ANY MATERIALS PROVIDED BY THE RELEASED PARTIES AND ON THE BASIS OF ITS OWN REVIEW AND INVESTIGATIONS OF THE APPLICABILITY AND EFFECT OF SUCH LAWS AND REGULATIONS, AND GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTEE, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, WAIVES, RELEASES AND DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY RELATED TO THE CONDITION OF THE PROPERTY EXCEPT AS EXPRESSLY STATED HEREIN.

BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE AGREES AS FOLLOWS: PURSUANT TO SECTION 10 OF THE SALES CONTRACT, DATED APRIL 9, 2025, BY AND BETWEEN GRANTOR AND GRANTEE, SUBSECTIONS (A) THROUGH (D) BELOW SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON GRANTEE AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, FUTURE OWNERS OF ALL (OR ANY PORTION) OF THE PROPERTY, AND INURE TO THE BENEFIT OF GRANTOR AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE. THE INTENTION OF GRANTOR AND GRANTEE IS THAT SAID COVENANTS SHALL LAST IN PERPETUITY. 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. To the maximum extent permitted by applicable law, Grantee hereby assumes liability for, and agrees to take all actions required by law relating to, all environmental obligations or liabilities, including remediation obligations and third party claims, arising from environmental conditions or Hazardous Substances (as defined below) existing on or beneath the Property as of the Closing Date, including, but not limited to: (i) any violation or alleged violation of, or liability or alleged liability under, any local, state or federal law, rule, ordinance or regulation or common law duty pertaining to human health or safety, natural resources or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Emergency Planning and Community-Right-to-Know Act (42 U.S.C. §11001 et seq.), the Endangered Species Act (16 U.S.C. §1531 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.) and the Hazardous Substances Transportation Act (49 U.S.C. §1801 et seq.), and those relating to Lead Based Paint (as hereinafter defined) and the regulations promulgated pursuant to said laws, all as amended from time to time and their state equivalents (collectively, "**Environmental Laws**"), relating to or affecting the Property, whether or not caused by or within the control of the Grantor; (ii) the presence, release or threat of release of 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 ("**Lead Based Paint**"), 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**") or any toxic mold or fungus of a type that may pose a risk to human health or the environment or would negatively impact the value of the Property ("**Toxic Mold**"), 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; (iii) any transport, treatment, recycling, storage, disposal or arrangement therefor of Hazardous Substances whether on the Property, originating from the Property, or otherwise associated with the Grantee or any operations conducted on the Property at any time; or (iv) any environmental investigation, assessment, audit or review conducted in connection with the Property or the operations conducted at any time thereon, including, without limitation, the cost of assessment, investigation, containment, removal and/or remediation of any and all Hazardous Substances or Toxic Mold from all or any portion of the Property or any surrounding areas, the cost of any actions taken in response to the presence, release or threat of release of any Hazardous Substances or Toxic Mold on, in, under or affecting any portion of the Property or any surrounding areas to prevent or minimize such release or threat of release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with Environmental Laws in connection with all or any portion of the Property or any surrounding areas. It is acknowledged and agreed that the Purchase Price of the Property reflects the condition of the Property.

b. Indemnity. To the maximum extent permitted by applicable law, Grantee will 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) directly or indirectly, actually or allegedly resulting from or connected with the environmental condition of the Property, including, without limitation, from the omission or commission of any act, lawful or unlawful, by Grantee or its agents or employees, whether or not such act is within the scope of the employment of such agents or employees, or from releases, emissions, leaks, seepage, spills or other loss of motor fuels or other Hazardous Substances at or from the Property. **SUCH INDEMNITY SHALL BE WITHOUT REGARD TO THE NEGLIGENCE (WHETHER SOLE, CONCURRENT, COMPARATIVE, ACTIVE, PASSIVE, OR GROSS), STRICT LIABILITY OR OTHER FAULT OF GRANTOR.**

c. Waiver and Release. To the maximum extent permitted by applicable law, Grantee hereby (i) waives, relinquishes and releases the Grantor from all costs by reason of or arising out of any environmental conditions at the Property, known or unknown, presently existing or arising in the future; and (ii) should any investigation, assessment, clean-up, remediation or removal of Hazardous Substances or other environmental conditions on the Property be required after the Closing Date, it is hereby understood and agreed that such investigation, assessment, clean-up, removal or remediation shall be the responsibility of and shall be performed at the sole cost and expense of Grantee. It is understood and agreed that the Purchase Price reflects the allocation of risk set forth in this subsection. Further, notwithstanding anything to the contrary herein, Grantee covenants and agrees that in no event shall it commence any action or make any claim against Grantor, its parent corporation, subsidiaries, affiliates and assigns, or any former owner or operator of the Property which

in any way relates to the environmental or other condition of the Property, including any claim for property damage or diminution of property value by reason of petroleum contamination at, on under or emanating from the Property, including any right of contribution under Environmental Laws, and Grantee hereby releases Grantor from all such claims.

d. Survival. The covenants and agreements of this Section 10 shall be incorporated into the Deed, shall survive Closing and shall be binding upon and shall inure to benefit of the successors and assigns of each of the parties and all subsequent purchasers of the Property.

This conveyance is made expressly subject to all covenants, restrictions, rights and reservations contained in the Deed of Quitclaim between Southside Oil, LLC, a Virginia limited liability company, a wholly owned subsidiary of Mid-Atlantic Convenience Stores, LLC, as the grantor, and MACS Retail, LLC, a Virginia limited liability company, a wholly owned subsidiary of Mid-Atlantic Convenience Stores, LLC, as grantee, dated effective as of September 26, 2014, recorded October 3, 2014 in the Register's Office for Davidson County, Tennessee as Instrument Number 20141003-0091591 (the "Southside Oil Deed"), that by their terms run with the land, including the Engineering and Institutional Controls, the Reservation of Access and the Maintenance of Records, each as set forth and defined in the Southside Oil Deed, which are incorporated herein by reference. Grantee expressly agrees to obtain from any purchaser, transferee, assignee, lessee or occupier the obligation to comply with the aforesaid covenants, restrictions, rights and reservations, which shall be for the benefit of Southside Oil, LLC and for Exxon Mobil Corporation and their subsidiaries, affiliates, legal representatives, successors and assigns.

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SIGNATURE PAGE TO FOLLOW]

KAREN JOHNSON
REGISTER OF DEEDS

www.nashville.gov/rod

PO Box 196398
Nashville, TN 37219-6398
(615) 862-6790 phone
(615) 880-2039 fax

The following oath of consideration is required on all deeds transferring property:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or true value, whichever is greater for this transfer is $ 2,900,000.

Affiant

Subscribed and sworn before me, this 18 day of June, 2025.

Notary

KATIE CAMDEN
Notary Public, State of Texas
Comm. Expires 04-01-2029
Notary ID 135509392

IN WITNESS WHEREOF, Grantor has duly executed this deed this 12 day of June, 2025 (the "Closing Date").

GRANTOR:

7-ELEVEN, INC.,
a Texas corporation

ATTEST:

By: Robin D. Bryant
Name: Robin D. Bryant
Title: Assistant Secretary

By:
Name: David J. Colletti, Jr.
Title: Sr. Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared David J. Colletti, Jr. and Robin D. Bryant, as Sr. Vice President and Assistant Secretary, respectively, of 7-ELEVEN, INC., a Texas corporation, 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 corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11 day of June, 2025

Tiffany Lewis
Notary Public
My Commission Expires: 2/21/26

TIFFANY LEWIS
Notary Public, State of Texas
My Comm. Expires 2-21-2026
Notary ID 13360092-2

EXHIBIT A

Property Description

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 die 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 20021106-0136511, records of Davidson County, and being more particularly described as follows:

Beginning at a capped 1/2 inch rebar (old) at die 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 die 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 comer 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 7-Eleven, Inc., a Texas corporation, by Special Warranty Deed dated effective January 23, 2018 from MACS Retail LLC, a Virginia limited liability company, and filed of record in the Register's Office for Davidson County, Tennessee on January 31, 2018 as Instrument No. 20180131-0009901.

Certificate of Authenticity

I, Katie Camden, do hereby make an oath that I am a licensed attorney and/or the custodian of the original version of the electronic document 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 06/12/2025.

Name: Katie Camden
Title : Escrow Assistant
Date 06/12/2025

STATE OF JEFFERSON)
COUNTY OF TEXAS)

Sworn to and subscribed before me on 06/12/2025

Notary Public: Sarah Sory

My Commission Expires: 04/03/2027

SARAH SORY
Notary Public, State of Texas
Comm. Expires 04-03-2027
Notary ID 134285496