



7-Eleven, Inc.

Dear Landlord,

7-Eleven, Inc. (“7-Eleven”) has contracted with Sunoco, LP and its affiliated entities (“Sunoco”) to acquire Sunoco’s interest in certain of its convenience store properties, which include Sunoco’s interest as tenant in the property owned and leased by you to Sunoco. In anticipation of the closing we have enclosed a W-9 form which we would ask that you complete and return to us.

Please complete the enclosed W-9 form with your name and remit to address as well as the correct taxpayer information (entity type and Social Security or Taxpayer ID#, etc.). Once you have completed the form, please sign, date and mail the first page of the W-9 form to the address on the envelope enclosed. By law, we must have a copy of the completed W-9 form on file before we are able to begin issuing rent payments to you. If you would prefer, you may fax the completed form to 972-828-1043, or you may e-mail the signed form to Kimberly.Elder2@7-11.com. If you have any questions, please contact Ms. Elder at the above e-mail address or at 972-828-5920.

You will be formally notified when the actual closing occurs and we will provide you with contact information and other relevant information at that time. We look forward to our new relationship.

Yours truly,

Kim Elder

Kim Elder
Property Accounting Department
7-Eleven, Inc.
Kimberly.Elder2@7-11.com

Landlord Estoppel Certificate

Tenant: - Stripes LLC

Landlord: - CALVIN M WOLFF

Assignee: 7-Eleven, Inc., a Texas corporation

Premises: - 1124 International Boulevard, Brownsville, TX 78520

Lease: Attached hereto as Exhibit A

Tenant No.: 9788

Assignee No.: 40775

In connection with the assignment by Tenant to Assignee of all of Tenant's right, title and interest in and to the Lease, Landlord, understanding that the Assignee and the Tenant shall rely on the information contained herein in connection with the consummation of the proposed assignment, hereby certifies and represents to Assignee and Tenant that the following representations are true and correct:

(a) The Lease and all exhibits, addenda, amendments or supplements are attached hereto as Exhibit A, and constitute a true, correct and complete copy of the agreement between Landlord and Tenant with respect to the Premises. There have been no modifications, extensions, waivers or any other amendments of the terms of the Lease, either oral or written, other than as attached as Exhibit A, and there are no other agreements between Landlord and Tenant with respect to the Premises.

(b) The Lease is presently in full force and effect and is valid and enforceable in accordance with its terms. The current Lease term expires on August 14, 2021 and has 4 remaining renewal options. Such options will continue in effect, and be exercisable by Assignee, after the assignment of the Lease to Assignee, notwithstanding anything to the contrary in the Lease.

(c) The Tenant is currently obligated to pay minimum rental in fixed installments of \$3,000.00 per month.

Check applicable subparagraph:

(X) The Tenant is also obligated to pay percentage rent in annual installments [in arrears] and the most recent amount of percentage rent paid by the Tenant under the Lease was \$0.00 for the period of January 01, 2016, through December 31, 2016.

() The Tenant is not obligated to pay percentage rent under the Lease.

(d) All rent and other amounts owed by Tenant to Landlord due through the date of Landlord's execution of this Estoppel Certificate have been paid in full.

(e) As of the date hereof, (i) neither Landlord, nor to the best of Landlord's knowledge, Tenant, is in default under any of the terms and conditions of the Lease, and (ii) to the best of Landlord's knowledge, no fact or condition exists which, with notice or lapse of time or both, would become such a default.

(f) As of the date hereof, Tenant has paid to Landlord a security deposit as required under the Lease in the full amount of None (if none, say "None"). The deposit is not subject to any current claim by Landlord. Tenant has not paid to Landlord any prepaid or advance on rental or other amounts owed under the Lease except as follows: None (if none, say "None").

(g) Landlord has not made any assignment, pledge or hypothecation of the Lease or the rents due thereunder except as described in (h) below.

(h) There are no mortgages or deeds of trust encumbering the Landlord's interest in the Premises except as noted (if none, say "None");

Deed of Trust dated NONE

Name of Lender: _____ (please print)

(i) Landlord and Assignee acknowledge and agree that, conditioned upon the assignment of the Lease by Tenant to Assignee, and notwithstanding anything in the Lease to the contrary, a franchise or a license to a franchisee or a licensee of some or all of Assignee's interest as tenant in the Premises shall not require Landlord's consent or written notice to Landlord; provided, however, that in all such cases, and notwithstanding any such franchise or license, (a) Assignee shall remain as the direct tenant under the Lease and shall remain primarily and directly liable to Landlord for the payment of rent and other amounts owed under the Lease, and the performance of all terms and covenants of the Lease, and (b) Landlord may look directly and solely to Assignee, as tenant, for the payment of rent and other amounts owed under the Lease and the performance of all terms and conditions of the Lease.

This certificate shall inure to the benefit of and be enforceable by, and binding upon, the parties hereto and their respective successors and assigns.

EXECUTED this 15th day of September, 2017.

Landlord: CALVIN M WOLFF

By:

[Handwritten Signature]

Print Name: Calvin M. Wolff

Title: Sole Proprietor

Current Landlord address for notice purposes under the Lease (please correct if necessary):

~~1124 International Boulevard, Brownsville, TX 78520~~

806 Chadbury Ln, Seabrook, TX 77586

Assignee hereby executes this Estoppel Certificate for the purpose of confirming its agreement to Section (i) set forth above.

Assignee:

7-Eleven, Inc., a Texas corporation

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

LANDLORD ESTOPPEL CERTIFICATE

Between Calvin M. Wolff (Landlord) and 7-Eleven Inc, A Texas Corporation (Assignee)

September 15, 2017

Containing, in part:

- Initial Lease Agreement dated 8/15/1986
- Lease Extension dated 8/15/1995
- Second Lease Extension dated 7/26/1999