



LIQUOR LICENSE AUTHORITY

REGULAR MEETING AGENDA

June 24, 2020
6:50 PM
Virtual Meeting
2 Park Avenue
Firestone, CO 80504

1. Access Information

- 1.a.** Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 06-24-2020 Liquor License Authority Meeting - 6:50 PM
Time: Jun 24, 2020 06:50 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86352057164>

Meeting ID: 863 5205 7164

One tap mobile

+13462487799,,86352057164# US (Houston)

+16699009128,,86352057164# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 863 5205 7164

Find your local number: <https://us02web.zoom.us/j/86352057164>

2. Call to Order & Roll Call

3. Pledge of Allegiance

4. Approval of Agenda

5. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

6. Consent Agenda

- 6.a. **LLA Resolution 20-01**: A RESOLUTION OF THE TOWN OF FIRESTONE LIQUOR LICENSE AUTHORITY ADOPTING AN ELECTRONIC PARTICIPATION MEETING AND QUASI JUDICIAL MEETING POLICY

7. **Liquor Hearing**

- 7.a. **LIQUOR HEARING**: Transfer of Ownership Application for a Fermented Malt Beverage License at 7-Eleven dba 7-Eleven Store 34210K located at 11099 E. I-25 Frontage Road, Firestone, Colorado 80504

8. **Adjournment**

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
LIQUOR LICENSE AUTHORITY**



AIM#: 6.a

Consent Agenda

Meeting Date: June 24, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

LLA Resolution 20-01: A RESOLUTION OF THE TOWN OF FIRESTONE LIQUOR LICENSE AUTHORITY ADOPTING AN ELECTRONIC PARTICIPATION MEETING AND QUASI JUDICIAL MEETING POLICY

SUMMARY

The approval of LLA Resolution 20-01 adopts the electronic participation meeting and quasi judicial meeting policy for the Liquor License Authority.

HISTORY AND PREVIOUS ACTION

RECOMMENDATION

Approval of LLA Resolution 20-01.

ALTERNATIVES

Provide further direction to the Secretary to the Authority.

ATTACHMENTS

1. Res LLA Electronic Participation Meeting Policy
2. Electronic Participation Mtg Policy
3. Electronic Participation Quasi-Judicial Policy

FINANCIAL CONSIDERATIONS

**TOWN OF FIRESTONE
LIQUOR LICENSE AUTHORITY
LLA RESOLUTION NO. 20-01**

**A RESOLUTION OF THE TOWN OF FIRESTONE LIQUOR LICENSE AUTHORITY
ADOPTING AN ELECTRONIC PARTICIPATION MEETING AND QUASI JUDICIAL
MEETING POLICY**

WHEREAS, on March 10, 2020, Governor Jared Polis in accordance with the Colorado Disaster Emergency Act (“Act”), C.R.S. §24-33.5-704, by proclamation, declared a state of emergency in Colorado to provide access to resources, legal flexibility, and protect vulnerable communities, all to better contain the outbreak of the COVID-19 virus; and

WHEREAS, in accordance with C.R.S. §24-33.5-709, on March 18, 2020, the Town Manager declared a local disaster (“Declaration of Disaster”), which was continued until further notice by the Board of Trustees on March 25, 2020; and

WHEREAS, since March 25, 2020 Governor Polis has issued a series of Executive Order causing to be issued Public Health Orders by the Colorado Department of Public Health and Environment (“CDPHE”) implementing Stay at Home and Safer at Home and Safer at Home in the Vast Great Outdoors restrictions imposing requirements to slow the spread of the disease; and

WHEREAS, the subsequent orders have progressively lessened the original Order’s restriction by providing for the opening of more businesses, including personal services, retail operations and restaurants with requirements as to maximum occupancy, protection of employees, social distancing and face covering; and

WHEREAS, CDPHE remains cautious and stresses the importance of social distancing, limits on the size of gatherings and personal protection such as face coverings for public gatherings; and

WHEREAS, as a matter of additional concern there has been a spike in reported COVID-19 cases for numerous States which have loosened restrictions; and

WHEREAS, the Liquor License Authority now has necessary business that requires that it meet as a body and, thus, desires to adopt an Electronic Meeting Policy including Quasi-Judicial Meeting Procedures so it can fulfill its duties in a manner consistent with the requirements and guidelines set forth by the Governor and CDPHE.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FIRESTONE LOCAL LICENSE AUTHORITY:

The Liquor License Authority does hereby adopt the following Electronic Participation Meeting and Quasi Judicial Meeting Procedures in substantially the same form as the copy attached hereto and made a part of this resolution.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE TOWN OF

FIRESTONE LIQUOR LICENSE AUTHORITY THE 24TH DAY OF JUNE, 2020.

ATTEST:

APPROVED:

Jessica Koenig ,CMC, Town Clerk

Bobbi Sindelar, Chair, Liquor License
Authority

ELECTRONIC PARTICIPATION MEETINGS POLICY

I. Purpose.

The purpose of this Policy is to specify the circumstances under which a Board Member (“Member”) may participate in regular, study or special meetings by telephone or other electronic means of participation, such as video-conferencing ("Electronic Participation"). Electronic Participation has inherent limitations because Electronic Participation effectively precludes a Member from contemporaneously observing documentary information presented during meetings; from fully evaluating a speaker's non-verbal language in assessing veracity or credibility; and from observing non verbal explanations (pointing at graphs and charts) during a speaker's presentation or testimony. A Member may find that these limitations in Electronic Participation may produce inefficiencies in meetings and may undermine the decision-making process and thus desires to permit Electronic Participation only under emergency situations.

II. Policy.

A Member may participate by Electronic Participation in a Liquor License Authority meeting only in accordance with this Policy.

A. Emergency Situations

In the event the Liquor License Authority is unable to meet at the day, hour, and place fixed by the rules and procedures of the Liquor License Authority because meeting in-person is not practical or prudent due to an emergency resulting from, for example, an accident, illness, weather condition or other natural disaster, epidemic or pandemic, meetings when necessary to conduct Liquor License Authority business may be conducted by Electronic Participation only if all of the following conditions are met:

1. The Chair determines that meeting in person is not practical or prudent, because of an emergency;
2. All members of the Authority can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation;
3. Members of the public present at the regular meeting location can hear or read all discussion, testimony and votes, unless not feasible due to the emergency. In the event that the nature of the emergency precludes the physical attendance of the public, appropriate arrangements, if feasible will be made to permit the public to remotely observe and listen to the meeting and provide public comment.
4. At least one member of the Authority is present at the regular meeting location, unless not feasible due to the emergency;
5. All votes are conducted by roll call;
6. Minutes of the regular or special meeting are taken and promptly recorded,

and such records are open to public inspection; and

7. To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, advising that some members of the Authority may participate electronically, and if feasible, the right of the public to monitor the meeting from another location.

III. Arranging for Electronic Participation.

A. To arrange to participate via Electronic Participation, a Member shall:

1. Contact the Chair in advance of the meeting to determine if arrangement for Electronic Participation is possible. Members shall endeavor to advise the Chair of their intent to participate via Electronic Participation at the earliest possible time and not less than twenty-four (24) hours prior to the requested participation.

2. The Liquor License Authority shall to the extent feasible initiate the Electronic Participation not more than ten (10) minutes prior to the scheduled time of the meeting. Upon disconnection during a meeting, the Chair shall attempt to re-initiate the connection.

IV. Effect of Electronic Participation.

1. Absent adoption of a written policy by the Authority Electronic Participation shall only constitute actual attendance for meetings during which no quasi-judicial matters will be heard, considered or decided.

V. Limited Applicability of Policy.

This Policy shall only apply to regular, study and special meetings of the Liquor License Authority.

VI. Reasonable Accommodations.

The Liquor License Authority shall provide reasonable accommodation and may modify provisions of this Policy to provide disabled members of the Authority or public access to Liquor License Authority meetings.

TOWN OF FIRESTONE LIQUOR LICENSE AUTHORITY
QUASI-JUDICIAL HEARING PROCEDURES

2. Quasi-judicial meetings may be held by electronic participation in the event of a local disaster emergency subject to the requirements set forth herein.

a. In the event that an application is scheduled for a public hearing that is a quasi-judicial matter and due to applicable timelines must be held during the time that a local disaster emergency is in effect, the Liquor License Authority (“Authority”) shall notify the applicant of such circumstances and present the applicant with options for proceeding with the application. Upon notice from the Authority, the applicant shall authorize the Authority, in writing, to proceed with one of the following options:

i. Conduct the public hearing under this policy with accommodations made for electronic participation by the applicant and the public, subject to the applicant waiving, in writing, any legal challenge on the basis that the hearing will be conducted via electronic participation; or

ii. Suspend any and all review and decision deadlines until such time that the local disaster emergency declaration is terminated and the Authority can schedule a meeting at which an in-person quorum will be present.

b. To the extent reasonably possible the Authority shall provide adequate opportunity for the applicant and the public to participate in the quasi-judicial matter in a manner that approximates as closely as possible the opportunity that is routinely provided during in-person meetings – for example, an opportunity for members of the public to comment on the application during the public comment portion of the hearing. Such opportunity shall include, at a minimum, the ability for the public to listen and as appropriate comment electronically during the hearing. Nothing in this policy shall prevent members of the public from submitting written comments in advance of the meeting at which the quasi-judicial matter will be considered. If written comments are received on a quasi-judicial matter being considered at a meeting conducted via electronic participation, such comments shall be read into the record by the Authority, or a member of Town staff.

c. Any documents, exhibits, or other materials (collectively, “Materials”), to be presented by the applicant, Town staff, other parties (if any), or members of the public during the public hearing, must be clearly marked for identification and must be submitted to the Town Clerk at least five (5) days prior to the hearing date, in addition to any obligation of the applicant, Town staff, or other parties, if any, may have by law to provide such materials to other parties prior to the hearing. Notice of the public hearing issued by the Authority shall include notice of this requirement to submit Materials to the Town Clerk, and shall state where, how, and when such Materials must be submitted. The Authority will include the Materials in the Authority’s packet with a cover sheet identifying the name of the party submitting the materials, and will make such materials available to the public on the Town’s website and or Town Hall if feasible at least 24 hours before the hearing.

d. The participants in the public hearing, discussion, and decision should endeavor to identify themselves for the record upon speaking or asking questions. The Chair will endeavor to ensure the participants in the public hearing clearly identify themselves and any Materials referenced during the hearing for purposes of creating an adequate record.

e. A record of the public hearing, including all presentations, testimony, documents and other materials submitted, discussion, and decision shall be made and kept by the Authority, including a full audio recording or, if the meeting is conducted using video, a full audio and video recording.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
LIQUOR LICENSE AUTHORITY**



AIM#: 7.a

Liquor Hearing

Meeting Date: June 24, 2020

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

LIQUOR HEARING: Transfer of Ownership Application for a Fermented Malt Beverage License at 7-Eleven dba 7-Eleven Store 34210K located at 11099 E. I-25 Frontage Road, Firestone, Colorado 80504

SUMMARY

7-Eleven, Inc. has submitted a transfer of ownership application for a fermented malt beverage liquor license under the tradename 7-Eleven Store 34210K located at 11099 E. I-25 Frontage Road, Firestone, Colorado 80504.

HISTORY AND PREVIOUS ACTION

RECOMMENDATION

Approval of the transfer of ownership application.

ALTERNATIVES

ATTACHMENTS

1. Redacted - 7-11 Transfer of Ownership Application 03-16-2020

FINANCIAL CONSIDERATIONS

Colorado Fermented Malt Beverage License Application

☐ New License ☐ New-Concurrent ☒ Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ _____ • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an ☒ Corporation ☐ Individual ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships) ☐ Limited Liability Company ☐ Association or Other			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation 7-Eleven, Inc.			FEIN
2a. Trade Name of Establishment (DBA) 7-Eleven Store 34210K		State Sales Tax No. 24111110355	Business Telephone
3. Address of Premises (specify exact location of premises) 11099 E. I-25 Frontage Rd.			
City Firestone	County Weld	State CO	ZIP Code 80504
4. Mailing Address (Number and Street) Attn: 7-Eleven Licensing, PO Box 219088		City or Town Dallas	State TX
ZIP Code 75221			
5. Email Address 			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA) 7-Eleven Store 34210C		Present State License No. 04-00618	Present Class of License FMB Off Premises
		Present Expiration Date 07/20/2020	
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage Beer License Fees	
☐ Application Fee for New License \$1,550.00		☐ Retail Fermented Malt Beverage On-Premises (City) \$96.25	
☐ Application Fee for New License - w/Concurrent Review \$1,650.00		☐ Retail Fermented Malt Beverage On-Premises (County) \$117.50	
☒ Application Fee for Transfer \$1,550.00		☒ Retail Fermented Malt Beverage Off-Premises (City) \$96.25	
		☐ Retail Fermented Malt Beverage Off-Premises (County) \$117.50	
		☐ Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25	
		☐ Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50	
		☐ Master File Location Fee \$25.00 x _____ To _____	
		☐ Master File Background \$250.00 x _____ Total _____	
Questions? Visit www.colorado.gov/enforcement/liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only			
Liability Information			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I. Applicant Information	☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☒ D. Submit originals to local authority ☒ E. Additional information required by the local licensing authority
II. Diagram of the Premises	☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☒ D. Bold/Outlined licensed premises
III. Proof of Property Possession (One Year Needed)	☐ A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk ☒ B. Lease in the name of the applicant ONLY (matching question #2) ☐ C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease
IV. Background Information (DR 8404-I) and Financial Documents	☒ A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: (844) 539-5539 (toll-free) Identogo FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 ☒ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans.
V. Sole Proprietor/Husband and Wife Partnership (if applicable)	☐ A. Form DR 4679 ☐ B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI. Corporate Applicant Information (If Applicable)	☒ A. Certificate of Incorporation ☒ B. Certificate of Good Standing ☒ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII. Partnership Applicant Information (If Applicable)	☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII. Limited Liability Company Applicant Information (If Applicable)	☐ A. Copy of Articles of Organization ☐ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes No ☐ ☒			
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): (a) been denied an alcohol beverage license? ☐ ☒ (b) had an alcohol beverage license suspended or revoked? ☒ ☐ (c) had interest in another entity that had an alcohol beverage license suspended or revoked? ☒ ☐				
If you answered yes to 8a, b or c, explain in detail on a separate sheet See attached				
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	☐ ☒			
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313. Existing Lic.	N/A ☐ ☒			
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S. Existing License - N/A	☐ ☒			
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	See Att ☒ ☐			
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:	☒ ☐			
Landlord Carpco, LLC	Tenant 7-Eleven, Inc.	Expires 05/01/2035		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12. ☐ ☒				
c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name None	First Name N/A	Date of Birth N/A	FEIN or SSN N/A	Interest -0-
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
15. Name of Manager(s) for all on premises applicants.				
Last Name N/A - Off Premises Applicant	First Name N/A	Date of Birth N/A		
16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. N/A ☐ ☒				
17. Tax Information. Yes No				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				☐ ☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				☐ ☒

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name 7-Eleven, Inc.*	Home Address, City & State 3200 Hackberry Rd., Irving, TX 75063	Date of Birth N/A	Position Franchisor/Owner	% Owned 100%
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name *state master filed - see attached	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Signature of Applicant	Printed Name and Title David Raab, 7-Eleven Market Manager (with POA)	Date 3/2/2020
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Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
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Each person required to file DR 8404-I has been:

- ☐ Fingerprinted
- ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

- ☐ Date of Inspection or Anticipated Date _____
- ☐ Upon approval of state licensing authority
- ☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied
- ☐ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

Tax Check Authorization, Waiver, and Request to Release Information

I, David Raab, Market Manager (with POA) am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of 7-Eleven, Inc. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) 7-Eleven, Inc.		Social Security Number/Tax Identification Number [REDACTED]	
Address 11099 E. I-25 Frontage Rd.			
City Firestone		State CO	Zip 80504
Home Phone Number [REDACTED]		Business/Work Phone Number [REDACTED]	
Printed name of person signing on behalf of the Applicant/Licensee David Raab, Market Manager, 7-Eleven, Inc.			
Applicant/Licensee's Signature (Signature) [REDACTED]		Information) [REDACTED]	Date signed 3/2/2022

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

ATTACHMENT
COLORADO FMB LICENSE APPLICATION
7-ELEVEN, INC. DBA 7-ELEVEN STORE 34210K
RE: DENIALS, SUSPENSIONS, REVOCATIONS

Denials, Suspensions, Revocations:

7-Eleven, Inc.

Please see the attached list regarding denials, suspensions and revocations for 7-Eleven, Inc.

7-Eleven, Inc. Suspensions (Last 3 years - Colorado Only)

STORE	CITY/COUNTY	TYPE	DATE	DISCIPLINARY ACTION
34442A	Denver	Sale to Minor	03/24/17	14 days suspension, 10 days held in abeyance for one year; 4 days served with fine in lieu of suspension (\$200).
27141A	Denver	Sale to Minor	04/01/17	14 days suspension, 10 days held in abeyance for one year; 4 days served with fine in lieu of suspension (\$200).
13169A	Brighton	Sale to Minor	04/19/17	7 days suspension, 4 days held in abeyance for one year, 3 days served with fine in lieu of suspension (\$200). Responsible vendor training required.
13197A	Denver	Sale to Minor	05/01/17	30 days suspension, 0 days held in abeyance, 30 days served.
27429B	Denver	Sale to Minor	05/01/17	30 days suspension, 0 days held in abeyance, 30 days served.
34741A	Denver	Sale to Minor	06/01/17	14 days suspension, 10 days held in abeyance for one year; 4 days served.
18589	Granby	Sale to Minor	06/23/17	10 days suspension, 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension (\$200).
39834A	Lone Tree	Sale to Minor	07/17/17	3 days suspension, 2 days held in abeyance for one year, 1 day served. Responsible Vendor Training required.
37562A	Broomfield	Sale to Minor	09/22/17	10 days suspension, 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension. Proof of training required.
27238A	Westminster	Sale to Minor	10/01/17	14 days suspension, 12 days held in abeyance for one year, 2 days served.
32809B	Westminster	Sale to Minor	10/01/17	57 days suspension, 0 days held in abeyance, 57 days served. Proof of training required.
35069A	Boulder	Sale to Minor	11/01/17	16 days suspension, 10 days held in abeyance for one year, 6 days served.
39211A	Castle Rock	Sale to Minor	11/02/17	15 days suspension, 8 days held in abeyance for one year, 7 days served with fine in lieu of suspension (\$200).
34442A	Denver	Sale to Minor	12/22/17	2nd Violation in 1 yr. 20 days held in abeyance for one year, 14 days suspension (4 + 10 for prior violation).
22684B	Colorado Springs	Sale to Minor	02/01/18	10 days suspension, 5 days held in abeyance for one year, 5 days served with fine in lieu of suspension (\$200).
35534A	Colorado Springs	Sale to Minor	02/01/18	10 days suspension, 5 days held in abeyance for one year, 5 days served.
18556A	Thornton	Sale to Minor	02/07/18	6 days suspension, 5 days held in abeyance for one year, 1 day served.
35069A	Boulder	Sale to Minor	04/06/18	3rd violation (2nd Violation in 1 yr.) 50 days suspension, 30 days held in abeyance for one year, 20 days served
39733A	Lone Tree	Sale to Minor	04/18/18	3 days suspension, 2 days held in abeyance for one year, 1 day served. Responsible Vendor Training required.

7-Eleven, Inc. Suspensions (Last 3 years - Colorado Only)

STORE	CITY/COUNTY	TYPE	DATE	DISCIPLINARY ACTION
37562A	Broomfield	Sale to Minor	08/13/18	15 days suspension, 10 days held in abeyance for one year, 5 days served with fine in lieu of suspension, plus an additional 5 days suspension served from 09/22/17 violation. Proof of training required.
39733A	Lone Tree	Sale to Minor	10/11/18	15 days suspension, 10 days held in abeyance for one year, 5 days served with fine in lieu of suspension (\$200). Responsible Vendor training required. 2 days suspension held in abeyance from prior violation served.
37562A	Broomfield	Sale to Minor	04/06/19	20 days suspension, 10 days served concurrently with imposed suspension from 08/2018 violation, 10 days served with fine in lieu of suspension. Proof of training required.
35506J	Fort Collins	Sale to Minor	05/29/19	15 days suspension, 10 days held in abeyance for one year, 5 days served with fine in lieu of active suspension (\$200).
27429B	Denver	Sale to Minor	06/21/19	21 days suspension, 15 days held in abeyance for one year, 6 days served with fine in lieu of active suspension (\$200). Completion of transfer of ownership by 1/31/20 required.
18418B	Arvada	Sale to Minor	07/01/19	10 days suspension, 5 days held in abeyance for one year, 5 days served with fine in lieu of active suspension (\$200).
36019A	Denver	Sale to Minor	07/26/19	14 days suspension, 10 days held in abeyance for one year, 4 days served with fine in lieu of active suspension
37141B	Denver	Sale to Minor	08/10/19	10 day suspension, 5 days held in abeyance for one year, 5 days served with fine in lieu of active suspension (\$410) - state violation
23172D	Denver	Sale to Minor	08/23/19	14 days suspension, 10 days held in abeyance for one year, 4 days served with fine in lieu of active suspension (\$317.82)
39078B	Larimer County	Sale to Minor	09/23/19	15 days suspension, 7 days held in abeyance for one year, 9 days served. Quarterly proof of training required.
29420A	Denver	Sale to Minor	11/01/19	10 days suspension, 5 days held in abeyance for one year, 5 days served with fine in lieu of active suspension (\$378).
35880A	Fort Collins	Sale to Minor	11/01/19	10 days suspension, 5 days held in abeyance for one year, 5 days actively served.
23546B	Colorado Springs	Sale to Minor	11/01/19	5 days suspension, 5 days held in abeyance for one year, 0 days served
26803C	Fort Collins	Sale to minor	01/01/20	15 days suspension, 10 days held in abeyance for one year, 5 days served with fine in lieu of active suspension Proof of training required

**ATTACHMENT
COLORADO FMB LICENSE APPLICATION
7-ELEVEN, INC. DBA 7-ELEVEN STORE 34210K
RE: INTERESTS**

Interests

7-Eleven, Inc.

Please see attached for list of Colorado 7-Eleven beer licensed establishments.

7-Eleven, Inc. Store List

STORE	ADDRESS	CITY	ST	ZIP	AREA CODE	PHONE
13058	312 Mountview Lane	Colorado Springs	CO	80907	719	590-7683
13071	5 Widefield Avenue	Widefield	CO	80911	719	390-6873
13079	1011 S. 21st Street	Colorado Springs	CO	80904	719	635-0183
13082	310 W. Uintah	Colorado Springs	CO	80905	719	635-0253
13087	2555 Delta Drive	Colorado Springs	CO	80910	719	578-0816
13093	1760 Shasta Drive	Colorado Springs	CO	80910	719	635-0446
13111	2727 S. Prairie	Pueblo	CO	81005	719	564-0447
13117	1040 Pueblo Blvd.	Pueblo	CO	81005	719	564-3325
13128	9101 W. Jewell (Garrison)	Lakewood	CO	80226	303	989-1956
13140	5405 Marshall Street	Arvada	CO	80003	303	420-6031
13154	7275 E. 72nd Avenue	Commerce City	CO	80022	303	287-6522
13157	7270 Broadway (Hwy. 36)	Denver	CO	80221	303	429-0827
13164	2605 Valmont Road	Boulder	CO	80301	303	443-2286
13167	7540 Pecos Street	Denver	CO	80221	303	428-4333
13169	1012 Bridge Street	Brighton	CO	80601	303	654-0296
13171	505 South Shields (Harmony)	Fort Collins	CO	80521	970	493-3098
13184	841 Ken Pratt Blvd.	Longmont	CO	80501	303	651-2417
13185	830 16th	Greeley	CO	80631	970	352-5150
13188	11421 Washington	Northglenn	CO	80233	303	452-6093
13194	1107 Santa Fe Drive	Denver	CO	80204	303	825-6360
13195	4040 E. 8th Avenue (Albion)	Denver	CO	80206	303	322-2237
13196	1277 E. Hampden	Englewood	CO	80110	303	781-7074
13197	1645 E. 17th Avenue (Gilpin)	Denver	CO	80210	303	321-7301
13198	607 E. Alameda (Pearl)	Denver	CO	80209	303	777-2151
13203	7675 E. Colfax (Syracuse)	Denver	CO	80220	303	399-5059
13204	10201 Montview Blvd. (Galena)	Aurora	CO	80010	303	341-6089
13206	3900 S. Broadway (Mansfield)	Englewood	CO	80110	303	762-0785
13207	7986 S. Depew	Littleton	CO	80123	303	979-2185
13209	1090 Ogden	Denver	CO	80218	303	837-1391
13213	567 E. Louisiana (Pearl)	Denver	CO	80210	303	871-9013
13224	7560 S. University (Dry Creek)	Englewood	CO	80110	303	796-0890
15041	311 West Main	Sterling	CO	80751	970	522-9278
15068	331 South Hancock (Costilla)	Colorado Springs	CO	80903	719	633-8889
15203	703 East Platte Avenue	Fort Morgan	CO	80701	970	867-3726
15403	1605 W. 92nd Avenue	Federal Heights	CO	80221	303	426-8827
15431	603 West Platte Avenue	Fort Morgan	CO	80701	970	867-3728
15490	1835 Arapahoe (High rise)	Denver	CO	80202	303	296-9107
15754	4770 W. Colfax (Wolf)	Denver	CO	80204	303	595-8114
15955	620 Edison	Brush	CO	80623	970	842-3123
16068	2641 South Estes (Yale)	Lakewood	CO	80227	303	989-1943
16094	1120 S. Parker Road	Denver	CO	80231	303	750-9684
16147	2609 Federal Blvd.	Denver	CO	80211	303	455-5744
16593	2500 West 38th Ave. (Alcott)	Denver	CO	80211	303	433-1156
16712	1245 E. Eisenhower (Madison)	Loveland	CO	80537	970	663-1135
17127	913 W. Northern	Pueblo	CO	81004	719	543-7441
17134	9200 W. Alameda (Garrison)	Lakewood	CO	80225	303	989-8831

7-Eleven, Inc. Store List

STORE	ADDRESS	CITY	ST	ZIP	AREA CODE	PHONE
17142	2081 W. Eisenhower (Estrella)	Loveland	CO	80537	970	663-2693
17211	51315 U.S. Highway 6 & 24	Glenwood Springs	CO	81601	970	945-6026
17284	741 North Summit Blvd.	Frisco	CO	80443	970	668-3941
17299	8390 West 14th Ave. (Carr)	Lakewood	CO	80215	303	232-3647
17596	10722 E. Alameda (Ironton)	Aurora	CO	80012	303	341-0346
17711	17881 W. Colfax	Golden	CO	80401	303	279-5216
18324	Highway 34 & Main	Yuma	CO	80759	970	848-5527
18397	10010 E. Girard	Denver	CO	80231	303	750-9743
18409	16080 E. Colfax (Laredo)	Aurora	CO	80011	303	739-0906
18415	4391 Federal Blvd.	Denver	CO	80211	303	433-1661
18418	7355 Ralston Road, Unit R100	Arvada	CO	80003	303	422-6681
18449	2790 S. Wadsworth Blvd. (Yale)	Denver	CO	80227	303	987-2003
18497	5010 Kipling	Wheat Ridge	CO	80033	303	420-5437
18556	8801 Huron Street	Thornton	CO	80260	303	427-7474
18576	3901 East 112th Ave. (Colorado)	Thornton	CO	80229	303	452-6862
18589	511 Agate Avenue	Granby	CO	80446	970	887-3105
18594	8002 Chase Drive	Arvada	CO	80003	303	429-7715
18630	7295 East 7th Ave. (Quebec)	Denver	CO	80220	303	377-7006
18706	27833 Meadow Drive	Evergreen	CO	80439	303	670-0090
18724	104 East 18th Street	Greeley	CO	80631	970	356-6053
18730	3177 E. Colfax (Steele)	Denver	CO	80206	303	322-2357
18739	711 Washington	Golden	CO	80401	303	279-8388
18999	3877 Astrozon Blvd.	Colorado Springs	CO	80916	719	390-8125
19015	4096 S. Federal (Oxford)	Sheridan	CO	80110	303	789-5306
19088	1011 37th Street	Evans	CO	80620	970	339-2456
19136	6490 Ward Road	Arvada	CO	80003	303	431-0943
19169	926 Lake Avenue	Pueblo	CO	81004	719	545-6935
19288	7051 Sheridan Blvd.	Westminster	CO	80030	303	429-6778
19570	402 West 3rd	Wray	CO	80758	970	332-4635
19583	1029 Grand Avenue	Glenwood Springs	CO	81601	970	945-2062
19585	235 W. 7th Avenue	Walsenburg	CO	81089	719	738-1156
19948	1707 17th/Walnut Street	Boulder	CO	80302	303	443-4329
20104	429 Remington	Fort Collins	CO	80521	970	493-9263
20182	1499 W. Littleton Blvd.	Littleton	CO	80120	303	795-2753
20308	283 Highway 105	Monument	CO	80132	719	481-2497
20332	4401 S. Tamarac Pkwy. (I225)	Denver	CO	80237	303	796-9685
20343	2407 N. Union Blvd.	Colorado Springs	CO	80909	719	635-0180
20638	804 East 4th Street	Pueblo	CO	81004	719	543-7265
20909	16980 E. Iliff (Buckley)	Aurora	CO	80014	303	337-7571
21242	6515 South Dayton (Peakview)	Greenwood Village	CO	80111	303	790-0230
21367	1540 East Highway 50	Salida	CO	81201	719	539-3670
21493	15553 E. Mississippi (Chambers)	Aurora	CO	80012	303	751-5920
21494	3005 South Peoria (Cornell)	Aurora	CO	80014	303	695-7869
21562	1651 South Buckley (Mexico)	Aurora	CO	80017	303	671-0142
21899	5195 West Byron	Denver	CO	80211	303	433-3293
21938	4085 E. Mississippi (Colorado)	Denver	CO	80222	303	759-8324

7-Eleven, Inc. Store List

STORE	ADDRESS	CITY	ST	ZIP	AREA CODE	PHONE
21967	1475 B Street (Lashelle)	Colorado Springs	CO	80906	719	576-2615
22021	23250 Highway 82	Basalt	CO	81621	970	927-3827
22059	525 North Union Blvd.	Colorado Springs	CO	80909	719	635-1104
22063	11599 W. Colfax	Lakewood	CO	80215	303	237-8643
22088	1329 Main Street	Carbondale	CO	81623	970	963-0423
22194	14490 E. Colfax (Sable)	Aurora	CO	80011	303	367-1937
22233	1240 E. Fillmore (Hancock)	Colorado Springs	CO	80907	719	625-0219
22358	1438 Arapahoe (Brooks Tower)	Denver	CO	80202	303	825-1345
22533	4601 South Broadway (Tufts)	Englewood	CO	80110	303	761-8046
22537	1690 Pearl	Denver	CO	80203	303	832-1711
22562	1801 S. Nevada Ave. (St. Elmo)	Colorado Springs	CO	80906	719	635-0353
22596	841 Lashley	Longmont	CO	80501	303	776-7211
22613	3004 West Colorado Avenue	Colorado Springs	CO	80904	719	635-0142
22684	1428 West Colorado Ave. (15th)	Colorado Springs	CO	80904	719	578-5397
22706	601 South Santa Fe Ave.	Fountain	CO	80817	719	382-5156
23154	13790 E. Quincy (Parker)	Aurora	CO	80013	303	690-6088
23172	303 North Broadway	Denver	CO	80203	303	722-4960
23206	7211 Pecos (Hwy. 36)	Westminster	CO	80221	303	430-1146
23293	1800 Downing	Denver	CO	80203	303	830-2516
23418	10500 E. Colfax (Havana)	Aurora	CO	80010	303	343-3456
23519	2324 23rd Avenue	Greeley	CO	80631	971	356-7074
23546	1402 Harrison (Rand)	Colorado Springs	CO	80906	719	576-4052
23603	105 Knox Court	Denver	CO	80219	303	936-4356
23664	2396 South Federal (Wesley)	Denver	CO	80219	303	935-9339
23727	750 South Monaco (Leetsdale)	Denver	CO	80224	303	394-3016
23731	328 East Platte (Wahsatch)	Colorado Springs	CO	80909	719	634-4066
23811	327 West 8th Street	Pueblo	CO	81001	719	542-6271
23829	6302 East 72nd Ave. (Hwy. 2)	Commerce City	CO	80022	303	287-8035
23867	1499 South Federal (Florida)	Denver	CO	80219	303	937-0667
23888	1702 South 8th (Arcturus)	Colorado Springs	CO	80906	719	635-0303
23899	85 W. Alameda (Bannock)	Denver	CO	80223	303	698-2285
23905	1000 E. Colfax (Ogden)	Denver	CO	80218	303	831-0270
23935	3805 Pikes Peak (Academy)	Colorado Springs	CO	80916	719	597-9986
23963	201 Blue River Parkway	Silverthorne	CO	80498	970	468-8537
23990	1795 North Peoria	Aurora	CO	80010	303	363-7333
24079	8250 West Coal Mine, Unit A	Littleton	CO	80123	303	979-0650
24088	635 Main Street	Longmont	CO	80501	303	772-3595
24116	1585 South Broadway (Iowa)	Denver	CO	80202	303	733-2829
24165	9201 Federal Blvd.	Westminster	CO	80030	303	427-8062
24359	2410 South University (Wesley)	Denver	CO	80202	303	733-9823
24398	3306 East Fountain (Chelton)	Colorado Springs	CO	80910	719	597-8235
24438	995 North Circle Drive (Galley)	Colorado Springs	CO	80909	719	570-6240
24460	510 S. Security Blvd. (Main)	Security	CO	80911	719	390-6007
24627	580 Josephine	Denver	CO	80206	303	377-7237
24856	980 E. 88th Avenue	Thornton	CO	80229	303	287-6021
25028	1490 Perry (Colfax)	Denver	CO	80204	303	572-8243
25052	890 South Federal (Kentucky)	Denver	CO	80219	303	936-1412
25069	4708 Washington Street	Denver	CO	80216	303	292-6024

7-Eleven, Inc. Store List

STORE	ADDRESS	CITY	ST	ZIP	AREA CODE	PHONE
25187	595 Havana	Aurora	CO	80010	303	340-8300
25265	201 W. Fillmore St.	Colorado Springs	CO	80907	719	634-3451
25290	4543 Boardwalk (Harmony)	Fort Collins	CO	80521	970	223-4197
25325	12057 Pecos Street	Westminster	CO	80234	303	452-9271
25476	1650 Main Street	Longmont	CO	80501	303	651-2930
25550	12880 Albrook (Tulsa)	Denver	CO	80239	303	373-1785
25581	16400 S. Golden Rd. (Quaker)	Golden	CO	80401	303	279-0466
25582	1103 Yosemite	Denver	CO	80220	303	321-2042
25684	2540 10th Street	Greeley	CO	80631	970	356-2779
25718	2220 South Peoria (Iliff)	Aurora	CO	80014	303	671-5940
25740	18883 E. Hampden (Tower)	Aurora	CO	80013	303	693-9445
25794	1685 Jet Wing Drive (Fountain)	Colorado Springs	CO	80916	719	597-3338
25823	7201 Lowell Blvd.	Westminster	CO	80030	303	426-4936
25884	1990 Youngfield	Lakewood	CO	80215	303	237-2683
25902	1904 West Uintah	Colorado Springs	CO	80904	719	635-0415
25907	3200 E. 45th Avenue (Steele)	Denver	CO	80216	303	295-2272
26043	6201 Lehman Drive (Academy)	Colorado Springs	CO	80918	719	528-5115
26137	95 Sheridan (First)	Lakewood	CO	80226	303	232-1229
26289	2500 E. 88th (Devonshire)	Thornton	CO	80229	303	289-7432
26292	825 N. Nevada (Cache LaPoudre)	Colorado Springs	CO	80903	719	520-9767
26295	1426 N. Academy (Palmer Park)	Colorado Springs	CO	80909	719	597-6745
26574	13190 E. Mississippi (Uvalde)	Aurora	CO	80012	303	745-5833
26644	1801 E. Platte Avenue (Union)	Colorado Springs	CO	80909	719	630-1084
26682	14593 E. Mississippi (Sable)	Aurora	CO	80012	303	695-1280
26683	2025 B Street (Crestridge)	Colorado Springs	CO	80906	719	540-9372
26692	5805 E. Palmer Park (Powers)	Colorado Springs	CO	80915	719	550-9684
26693	3740 Randall Drive (Woodman)	Colorado Springs	CO	80918	719	599-0232
26788	503 S. Nevada (Cimarron)	Colorado Springs	CO	80903	719	520-1535
26803	2800 South College (Harvard)	Fort Collins	CO	80525	970	226-5747
26927	1600 South LeMay (Prospect)	Fort Collins	CO	80521	970	224-5730
26933	970 W. Horsetooth (Shields)	Fort Collins	CO	80525	970	223-7783
26935	801 Lincoln	Denver	CO	80203	303	832-6024
27022	650 E. 64th Avenue (Washington)	Denver	CO	80229	303	288-1107
27033	5595 South Broadway (Powers)	Littleton	CO	80120	303	794-5527
27043	820 Simms, Unit B	Lakewood	CO	80215	303	232-3639
27067	3990 E. 35th Avenue (Colorado)	Denver	CO	80205	303	322-0825
27082	450 N. Murray (Platte)	Colorado Springs	CO	80916	719	574-5454
27094	105 37th Avenue (Hwy. 287)	Loveland	CO	80538	970	667-0053
27211	15501 East 6th Avenue (Helena)	Aurora	CO	80011	303	340-8086
27213	16601 E. Smoky Hill Rd. (Pheasant)	Aurora	CO	80015	303	690-8810
27238	8378 North Sheridan (84th)	Westminster	CO	80030	303	426-6308
27275	405 Woodmen (Rockrimmon)	Colorado Springs	CO	80919	719	528-1342
27429	1850 South Sheridan, Unit A	Denver	CO	80226	303	936-5391
27492	1670 East 47th Ave. (Brighton)	Denver	CO	80216	303	297-8154
27620	303 North Santa Fe	Denver	CO	80223	303	893-2908
29024	880 South Buckley (Kentucky)	Aurora	CO	80012	303	755-8978
29108	4701 Peoria Street (Paris)	Denver	CO	80239	303	371-0933
29151	2299 W. Alameda	Denver	CO	80223	303	733-5238

7-Eleven, Inc. Store List

STORE	ADDRESS	CITY	ST	ZIP	AREA CODE	PHONE
29203	1000 Federal Blvd.	Denver	CO	80204	303	629-5611
29314	10410 Melody Drive	Northglenn	CO	80234	303	252-7505
29420	1301 West 38th Avenue	Denver	CO	80211	303	477-8708
29508	3131 S. Broadway (Dartmouth)	Englewood	CO	80209	303	761-4531
32159	623 Garden of Gods Rd.	Colorado Springs	CO	80907	719	262-0270
32267	10992 State Hwy 9	Breckenridge	CO	80424	970	547-4786
32276	6600 S. College Avenue	Fort Collins	CO	80525	970	206-1704
32386	4710 Centennial Blvd	Colorado Springs	CO	80919	719	266-9623
32646	4605 Austin Bluffs Parkway	Colorado Springs	CO	80918	719	573-9759
32673	1446 N. 95th Street	Lafayette	CO	80026	303	665-4250
32747	6025 Constitution Avenue	Colorado Springs	CO	80915	719	638-1290
32809	10128 N Wadsworth	Westminster	CO	80021	303	635-2204
32810	4500 Peoria Street	Denver	CO	80239	303	307-1278
32923	16981 Lincoln Ave	Parker	CO	80134	303	805-377
32990	3522 N Elizabeth St	Pueblo	CO	81008	719	296-8068
33038	18451 E. Alameda Avenue	Aurora	CO	80017	303	750-1689
33040	8380 S. Colorado Blvd.	Highlands Ranch	CO	80126	303	770-4558
33041	1237 Southgate Place	Pueblo	CO	81004	719	561-2755
33042	8750 S Yosemite St	Lone Tree	CO	80124	720	874-0901
33043	7725 Fountain Mesa Rd	Fountain	CO	80817	719	392-1229
33044	14250 E. Iliff Avenue / Blackhawk	Aurora	CO	80014	303	873-0415
33052	1595 W. 47th Avenue	Denver	CO	80211	303	561-4974
33322	5590 Power Center Point	Colorado Springs	CO	80921	719	282-9141
33481	399 N. Washington Avenue	Golden	CO	80403	303	216-9163
33630	820 16th St., Suite 100	Denver	CO	80202	303	893-1562
33710	6040 Barnes Road	Colorado Springs	CO	80922	719	591-1097
34012	5241 72nd Ave.	Westminster	CO	80030	303	933-2902
34035	19832 E Hilltop Road	Parker	CO	80134	303	805-9052
34036	6990 Church Ranch Blvd.	Westminster	CO	80021	303	933-2945
34057	11802 E. Oswego St	Englewood	CO	80112	303	740-9333
34058	2434 Briargate Pkwy.	Colorado Springs	CO	80920	303	740-9333
34087	15610 E. 104 th Avenue	Commerce City	CO	80022	303	740-9333
34131	19390 E. Quincy Ave	Aurora	CO	80015	303	740-9333
34168	3240 Village Vista Drive	Erie	CO	80516	303	665-1143
34169	12285 South Parker Road	Parker	CO	80134	303	740-9333
34179	4709 N. Tower Road	Denver	CO	80249	303	740-9333
34181	21405 E. Quincy Ave	Aurora	CO	80015	303	740-9333
34209	008 Nottingham	Avon	CO	81620	303	740-9333
34210	11099 E. I-25 Frontage Rd	Firestone	CO	80504	303	485-2939
34238	50 Telep Avenue	Johnstown	CO	80534	303	740-9333
34316	6150 E. Hwy 34	Johnstown	CO	80534	303	740-9333
34330	3810 Federal Blvd	Denver	CO	80211	303	740-9333
34333	3995 N. Lewiston, Ste 106	Aurora	CO	80113	303	740-9333
34342	1975 East Colfax Ave	Denver	CO	80206	303	740-9333
34357	621 17th St., Unit 100	Denver	CO	80293	303	740-9333
34374	2341 E. Colfax Ave. (Josephine)	Denver	CO	80206	303	740-9333
34441	13697 East Iliff Ave	Aurora	CO	80014	303	740-9333
34442	1726 Champa St.	Denver	CO	80202	303	740-9333

7-Eleven, Inc. Store List

STORE	ADDRESS	CITY	ST	ZIP	AREA CODE	PHONE
34486	3099 West Mineral Ave	Littleton	CO	80120	303	740-9333
34504	7451 S. Gartrell Rd.	Aurora	CO	80016	972	828-0711
34505	1107 S. Sheridan	Lakewood	CO	80232	720	431-3865
34534	6201 E 14th Ave	Denver	CO	80239	303	740-9333
34570	1755 Blake St, #100	Denver	CO	80202	303	740-9333
34675	1910 S Havana St, Unit 2	Aurora	CO	80012	303	740-9333
34683	2201 S. Sheridan Blvd.	Denver	CO	80227	303	740-9333
34705	2100 S. Holly St.	Denver	CO	80222	303	756-3032
34726	2295 S. Chambers Rd., Ste. O	Aurora	CO	80014	303	740-9333
34741	7080 Tower Rd.	Denver	CO	80249	303	740-9333
34921	2350 Hancock Expressway	Colorado Springs	CO	80910	972	828-0711
34924	2803 W. 10th	Greeley	CO	80631	303	740-9333
35001	2802 E. Fountain Blvd.	Colorado Springs	CO	80910	972	828-0711
35053	3992 Havana St.	Denver	CO	80239	303	371-9312
35069	1091 13th St.	Boulder	CO	80302	972	828-0711
35336	12802 Lowell Blvd.	Broomfield	CO	80020	972	828-0711
35337	2825 Briargate Blvd.	Colorado Springs	CO	80920	972	828-0711
35338	330 S. Academy Blvd.	Colorado Springs	CO	80910	972	828-0711
35345	2250 Mountain View Ave	Longmont	CO	80501	972	828-0711
35357	5190 W. 113th Avenue	Westminster	CO	80030	972	828-0711
35365	380 E. 17th Ave.	Denver	CO	80203	303	740-9333
35503	1550 Court Pl.	Denver	CO	80202	972	828-0711
35506	3045 W. Prospect Rd.	Fort Collins	CO	80526	970	221-8551
35511	4990 E. Hampden Ave.	Denver	CO	80222	972	828-0711
35519	4406 Sheridan Blvd.	Denver	CO	80212	303	422-1263
35534	5280 Astrozon Blvd.	Colorado Springs	CO	80916	972	828-0711
35536	450 Federal Blvd.	Denver	CO	80204	303	534-1037
35598	3495 S. Federal Blvd.	Sheridan	CO	80110	303	789-9386
35600	7718 E. Woodmen Rd.	Colorado Springs	CO	80923	719	495-5703
35604	3391 W. Hampden Ave.	Sheridan	CO	80110	303	761-3249
35606	5785 Ward Rd.	Arvada	CO	80002	972	828-0711
35610	7692 Barnes Rd.	Colorado Springs	CO	80922	719	574-1557
35617	3400 N. York St.	Denver	CO	80205	303	291-6928
35622	6630 S. Yosemite St.	Greenwood Village	CO	80111	972	828-0711
35668	3445 W. Colfax Ave.	Denver	CO	80204	303	573-3851
35689	1450 S. Santa Fe Dr.	Denver	CO	80223	972	828-0711
35708	4277 Taft Ave.	Loveland	CO	80538	970	663-9097
35712	112 W. Magnolia St.	Fort Collins	CO	80524	972	828-0711
35715	3876 E. Bromley Ln.	Brighton	CO	80601	303	659-0376
35717	6400 Crossroads Blvd.	Windsor	CO	80550	972	828-0711
35822	3502 N. Academy Blvd.	Colorado Springs	CO	80917	719	597-6323
35828	6966 Dahlia St.	Commerce City	CO	80022	303	287-0846
35864	8991 E. 104th Ave.	Henderson	CO	80640	970	828-0711
35880	1401 W. Elizabeth St.	Fort Collins	CO	80521	970	493-0524
35976	8755 E. Montiview Blvd.	Denver	CO	80238	303	377-1489
35979	2950 W. Evans Ave.	Denver	CO	80219	303	922-2400
35995	1600 E. Evans Ave.	Denver	CO	80210	303	722-7208
36013	12060 E. 120th Ave.	Henderson	CO	80640	303	227-4930

7-Eleven, Inc. Store List

STORE	ADDRESS	CITY	ST	ZIP	AREA CODE	PHONE
36017	4900 E. Bridge St.	Brighton	CO	80601	972	828-0711
36019	1800 Welton St.	Denver	CO	80202	972	828-0711
36464	8111 Tower Rd.	Commerce City	CO	80022	972	828-0711
36492	5995 W. 38th Ave.	Wheat Ridge	CO	80212	972	828-0711
36697	5090 Federal Blvd.	Denver	CO	80221	303	433-3203
36714	2650 Northgate Blvd.	Colorado Springs	CO	80921	719	495-0400
36764	8090 Meridian Rd.	Peyton (Falcon)	CO	80831	972	828-0711
36769	1510 S. Holly St.	Denver	CO	80222	972	828-0711
36775	5797 Quebec St.	Commerce City	CO	80022	972	828-0711
36956	18351 E. Colfax Ave.	Aurora	CO	80011	303	343-1909
37010	2363 E. Evans Ave.	Denver	CO	80210	303	722-1222
37016	4922 Willow St.	Denver	CO	80238	972	828-0711
37120	3200 Chambers Rd.	Aurora	CO	80011	972	828-0711
37141	4855 Pecos St.	Denver	CO	80221	972	828-0711
37198	2093 S. Cathay Way	Aurora	CO	80013	972	828-0711
37220	5601 E. 136th Ave.	Thornton	CO	80602	972	828-0711
37221	23830 E. Smoky Hill Rd.	Aurora	CO	80016	972	828-0711
37278	990 W. Baptist Rd.	Monument	CO	80132	719	481-1354
37291	12241 E. 104th Ave.	Commerce City	CO	80022	972	828-0711
37554	4415 McIntyre St.	Golden	CO	80403	972	828-0711
37562	8900 Metro Airport Ave.	Broomfield	CO	80021	972	828-0711
37570	8836 E. 96th Ave.	Henderson	CO	80640	303	287-4068
37731	6400 Federal Blvd.	Denver	CO	80221	972	828-0711
38083	7382 Federal Blvd.	Westminster	CO	80030	972	828-0711
38084	3790 Wadsworth Blvd.	Wheat Ridge	CO	80033	972	828-0711
38093	1175 Aloha St.	Castle Rock	CO	80108	972	828-0711
38107	229 Gleneage Gate View	Colorado Springs	CO	80921	972	828-0711
38119	725 Kalamath St.	Denver	CO	80204	972	828-0711
38130	2880 S. Circle Dr.	Colorado Springs	CO	80906	972	828-0711
38135	11275 Main St.	Broomfield	CO	80020	972	828-0711
38170	5606 E. 56th Ave.	Commerce City	CO	80022	303	227-4639
38180	1200 W. Alameda Ave.	Denver	CO	80223	972	828-0711
38226	8790 Indiana St.	Arvada	CO	80005	972	828-0711
38234	6385 Promenade Pkwy.	Castle Rock	CO	80104	972	828-0711
38330	7285 W. 119th Ave.	Broomfield	CO	80220	972	828-0711
38351	15200 E. 120th Ave.	Commerce City	CO	80022	972	828-0711
38357	4908 N. Havana St.	Denver	CO	80239	972	828-0711
38361	18449 E. 65th Ave.	Denver	CO	80249	972	828-0711
38364	3800 Tower Rd.	Aurora	CO	80011	972	828-0711
38390	599 S. Airport Blvd.	Aurora	CO	80017	303	523-6845
38633	1120 Newport Rd.	Colorado Springs	CO	80916	972	828-0711
38638	3500 Highway 52	Frederick	CO	80516	972	828-0711
38887	1111 Mountain Ave.	Berthoud	CO	80513	972	828-0711
39033	120 Blue River Parkway	Silverthorne	CO	80498	970	468-7505
39034	4601 S. Santa Fe	Englewood	CO	80110	303	761-4068
39035	6725 Wadsworth Blvd	Arvada	CO	80003	303	431-8088
39036	3636 - 23rd Ave.	Evans	CO	80620	970	330-1400
39062	3190 W. 38th Ave.	Denver	CO	80211	303	455-2310

7-Eleven, Inc. Store List

STORE	ADDRESS	CITY	ST	ZIP	AREA CODE	PHONE
39075	4695 W. 20th St.	Greeley	CO	80631	970	356-2618
39077	1401 9th St.	Greeley	CO	80631	970	356-2618
39078	1100 Broad Street	Milliken	CO	80543	970	587-2333
39079	200 N. Taft Hill Rd.	Ft. Collins	CO	80521	970	482-3279
39080	1032 West Mountain Ave	Ft. Collins	CO	80521	970	407-7306
39081	629 Main Street	Windsor	CO	80550	970	686-5159
39082	1509 E. Eisenhower Blvd	Loveland	CO	80537	970	667-1735
39169	221 South 8th St	Colorado Springs	CO	80907	303	740-9333
39211	810 Wilcox Street	Castle Rock	CO	80104	303	814-2359
39274	495 Sheridan Blvd.	Lakewood	CO	80226	720	283-6776
39296	8820 N. Colorado Blvd.	Thornton	CO	80029	303	287-2272
39317	3520 Town Center Dr., Unit A	Highlands Ranch	CO	80129	303	740-9333
39339	1810 Main St.	Security	CO	80911	303	740-9333
39363	14531 E. Alameda	Aurora	CO	80021	303	340-3183
39421	9301 S. Parker Rd	Parker	CO	80134	303	805-7294
39451	4301 State HWY 66	Longmont	CO	80504	970	535-4606
39459	408 Garden of the Gods Rd.	Colorado Springs	CO	80907	303	740-9333
39472	4325 S. Carefree Cir.	Colorado Springs	CO	80917	303	740-9333
39501	10815 W. Jewell Ave., Unit A	Lakewood	CO	80232	303	980-8590
39504	4351 S. Tamarac Pkwy	Denver	CO	80237	303	220-1404
39510	3914 Colorado Highway 119	Longmont	CO	80504	303	774-7668
39519	7486 Westgate	Windsor	CO	80528	970	223-5554
39528	16310 E. Quincy	Aurora	CO	80015	720	870-1194
39532	15550 E. Broncos Pkwy	Centennial	CO	80112	303	799-6811
39543	1901 N. Academy Blvd	Colorado Springs	CO	80909	719	596-4674
39591	9355 E. Dry Creek Rd	Centennial	CO	80112	303	221-1622
39622	15296 E. Hampton Ave	Aurora	CO	80014	303	766-0058
39662	3060 S. Havana St	Aurora	CO	80014	303	752-4440
39706	401 16th St.	Denver	CO	80202	972	828-0711
39729	2299 S. Havana St.	Aurora	CO	80012	303	750-9982
39730	1110 S. Pierce St.	Lakewood	CO	80232	303	901-9179
39731	9100 W. Ken Caryl Ave.	Littleton	CO	80128	303	979-1714
39732	13690 E. Alameda Ave.	Aurora	CO	80012	303	360-8624
39733	9010 Park Meadows Dr.	Lone Tree	CO	80124	303	649-1862
39767	290 S. Pierce St	Lakewood	CO	80226	972	828-0711
39773	3083 Brighton Blvd., Ste. 101	Denver	CO	80216	303	308-9006
39774	9590 Federal Blvd.	Federal Heights	CO	80260	972	828-0711
39847	9171 S. Arapahoe Rd.	Greenwood Village	CO	80112	972	828-0711
39859	7260 E. 36th Ave.	Denver	CO	80207	720	880-8314

**ATTACHMENT
COLORADO FMB LICENSE APPLICATION
7-ELEVEN, INC. DBA 7-ELEVEN STORE 34210K
RE: OWNERSHIP**

Owners:

7-Eleven, Inc.

Please see the attached list of officers and directors of 7-Eleven, Inc. on the approved State Master File.

7-Eleven, Inc. Directors and Officers

Directors:

Toshifumi Suzuki	Chairman of the Board
Joseph M. DePinto*	Director
Ryuichi Isaka	Director
Jay W. Chai	Director
Masaaki Kamata	Director
Nobutake Sato	Director

*designated director for licensing – U.S. resident

State Master File Approved Officers:

Joseph M. DePinto	President and Chief Executive Officer
Rankin L. Gasaway	Senior Vice President, General Counsel, Secretary
Stanley W. Reynolds	Executive Vice President and Chief Financial Officer

7-Eleven, Inc. Master File Approved Officers:

Name	Home Address	Date of Birth	Position	% Owned 7-Eleven, Inc.
Joseph DePinto	150 E. Continental Blvd. Southlake, TX 76092	11/03/62	Pres., CEO & Dir.	-0-
Rankin Gasaway	6619 Dupper Ct. Dallas, TX 75252	06/18/63	Sr. Vice Pres., Sec'y & General Counsel	-0-
Stanley Reynolds	1308 Fanning St. Southlake, TX 76092	03/04/65	Exec. Vice Pres. & CFO	-0-

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- ☒ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- ☐ Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the: ☐ Licensee ☐ Applicant

- ☐ Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- ☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- ☐ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 25th day of Feb, 2020.

Seller:

Carpco LLC & 7-Eleven, Inc.

State Lic #04-00618

Licensee & License Number

7-Eleven Store 34210D

Trade name

✓ 
Manager

Position

David Carpenter

Print Name

Buyer:

7-Eleven, Inc.

Applicant

7-Eleven Store 34210K

Trade name 

Signature

Market Mgr (with POA), 7-Eleven, Inc.

Position

David Raab

Print Name

DILL AND DILL
DILL DILL CARR STONBRAKER AND HUTCHINGS P.C.
ATTORNEYS AT LAW

CERTIFIED MAIL®



NEOPOST
03/04/2020
US POSTAGE \$006.90



7019 2280 0002 1552 4570

ZIP 80203
041M11459621

HIGH COUNTRY BEVERAGE CORP.
ATTN: Credit Dept / Kevin Boyer
4200 RONALD REAGAN BLVD.
JOHNSTOWN, CO 80534

34210

DILL AND DILL
DILL DILL CARR STONBRAKER AND HUTCHINGS P.C.
ATTORNEYS AT LAW

CERTIFIED MAIL®



NEOPOST
03/04/2020
US POSTAGE \$006.90



7019 2280 0002 1552 4587

ZIP 80203
041M11459621

AMERICAN EAGLE DISTRIBUTING
ATTN: Credit Dept/Nathaniel Janes
3800 CLYDESDALE PARKWAY
LOVELAND, CO 80538

34210

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HIGH COUNTRY BEVERAGE CORP.
ATTN: Credit Dept / Kevin Boyer
4200 RONALD REAGAN BLVD.
JOHNSTOWN, CO 80534



9590 9402 5759 0003 2843 62

2. Article Number (Transfer from service label)

7019 2280 0002 1552 4570

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

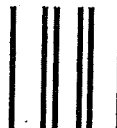
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #

9590 9402 5759 0003 2843 62



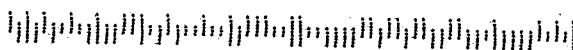
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

NOV 11 2023

• Sender: Please print your name, address, and ZIP+4® in this box•

DILL DILL STONBRAKER & HUTCHINGS PC
ATTN: Becky Spencer-Keth(SEVEE.874)
455 Sherman St, Ste 300
Denver, CO 80203



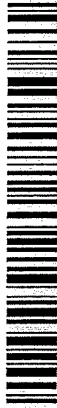
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HIGH COUNTRY BEVERAGE CORP.
ATTN: Credit Dept / Kevin Boyer
4200 RONALD REAGAN BLVD.
JOHNSTOWN, CO 80534



9590 9402 5759 0003 2843 62

2. Article Number (Transfer from service label)

7019 2280 0002 1552 4570

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	
☐ Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

34210

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse, so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AMERICAN EAGLE DISTRIBUTING
ATTN: Credit Dept/Nathaniel Janes
3800 CLYDESDALE PARKWAY
LOVELAND, CO 80538



9590 9402 5759 0003 2843 55

2. Article Number (Transfer from service label)

7019 2280 0002 1552 4567

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

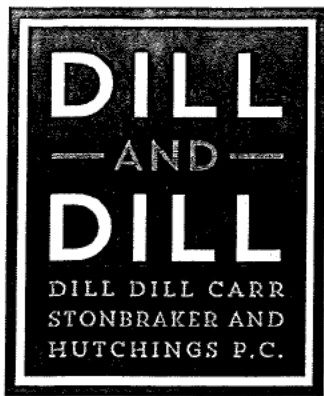
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	
☐ Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

34210



Rebecca Spencer-Keith
[REDACTED]
455 Sherman St, Ste 300
Denver, CO 80203
[REDACTED]

VIA US CERTIFIED MAIL, RETURN RECEIPT REQUESTED

March 2, 2020

ANHEUSER-BUSCH LLC
Attn: Credit Department
3800 CLYDESDALE PARKWAY
LOVELAND, CO 80538

Re: Wholesaler Affidavit of Compliance
Carpco, LLC & 7-Eleven, Inc.
11099 E. I-25 Frontage Rd., Firestone, CO 80504
Liquor License No.: 03-05403

Wholesaler:

Enclosed, please find the Wholesaler Affidavit of Compliance relative to Carpc, LLC & 7-Eleven, Inc. dba 7-Eleven Store No. 34210C. This license is in the process of being transferred to 7-Eleven, Inc. dba 7-Eleven Store 34210K, and the change-over date is expected to be 3/23/2020.

Therefore, we respectfully request that you complete the enclosed Affidavit at your earliest convenience and return it to our office for submission with the Transfer of Ownership application.

Please send a copy of the signed affidavit to Rebecca Spencer-Keith via email at [REDACTED] and mail the original to our office. A self-addressed, stamped envelope is enclosed for your convenience.

If this account is not currently "Paid in Full", please contact Rebecca Spencer-Keith at [REDACTED] as soon as possible to make arrangements for payment. Please send a "Paid in Full" affidavit to paralegal as soon as the account is paid in full.

Thank you for your assistance in this matter.

Sincerely,

Rebecca Spencer-Keith

STATE OF COLORADO)
)
COUNTY OF DENVER) AFFIDAVIT

AFFIDAVIT WITH RESPECT TO SOURCE OF FUNDS TO BE INVESTED WITH
THE FOLLOWING APPLICANT:

7-Eleven, Inc. dba 7-Eleven Store 34210K

1. THE AMOUNT TO BE INVESTED IN THIS ENTERPRISE IS:

[REDACTED]

2. THE SOURCE OF SAID FUNDS IS:

Existing corporate funds/7-Eleven, Inc.
Held at Bank of America

7-Eleven, Inc.

By: _____

David Raab, Market Mgr. (with POA)

Subscribed and sworn to me this 2nd day of March, 2020.

[REDACTED]
Notary Public

My Commission Expires: January 2, 2022

REBECCA J SPENCER-KEITH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984000197
MY COMMISSION EXPIRES 01/02/2022

Property #720
11099 East I-25 Frontage Rd.
Firestone, Colorado

ASSET PURCHASE AGREEMENT

1. **PARTIES.** This Asset Purchase Agreement (this "**Agreement**") dated as of January 31, 2020 is by and between Carpco, LLC, an Iowa limited liability company (the "**Carpco Entity**"), and JKDE, Inc., an Iowa corporation (the "**Newco Entity**") and, together with the Carpco Entity, the "**Seller**"), and 7-Eleven, Inc., a Texas corporation (the "**Buyer**").

2. **REAL PROPERTY / ASSETS.**

(a) Seller owns fee simple title or a leasehold interest in the real property and improvements located at 11099 East I-25 Frontage Rd., Firestone, Colorado, as more fully described on **Exhibit A** attached hereto (the "**Real Property**"). Seller operates a twenty-four (24) hour convenience store (including, without limitation, the sale of beer) and motor fuels dispensing business (collectively, the "**Store Business**") at the Real Property. In accordance with the terms and conditions contained herein, Seller agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Assets (as hereafter defined) used in connection with the Store Business, and Seller agrees to convey to Buyer and Buyer agrees to acquire from Seller good and marketable leasehold interest in the Real Property (the "**Leasehold Interest**").

(b) In accordance with the terms and conditions contained herein, Seller agrees at the Closing (as hereafter defined) to convey to Buyer, and Buyer agrees to buy and pay for: (i) all fixtures located at the Real Property (the "**Fixtures**"), (ii) all equipment located on the Real Property (the "**Store Equipment**"), (iii) underground storage tanks and associated piping, lines, dispensers, leak detectors, pumps and other related equipment located at the Real Property (the "**Motor Fuels Equipment**"), (iv) the motor fuels inventory located, as of the Closing, in underground storage tanks specifically disclosed to Buyer (the "**Motor Fuels Inventory**"), (v) the Merchandise Inventory (as hereafter defined), (vi) the Supplies (as hereafter defined), (vii) other personal property relating to the operation of the Store Business at the Real Property (all such items described in this (vii), together with the Motor Fuels Equipment and Store Equipment, are referred to herein as the "**Equipment**"), (viii) all goodwill related to the Store Business, including, without limitation, all customer lists and all relationships with customers of and vendors to the Store Business (the "**Goodwill**"), and (ix) all existing permits, licenses, and approvals issued by governmental or other authorities related to the Store Business (the "**Existing Permits**"), specifically including but not limited to, all licenses and permits pursuant to which beer, wine, liquor, and other alcoholic beverage products are or may be sold at the Real Property. The Leasehold Interest, the Fixtures, the Equipment, the Supplies, the Merchandise Inventory, the Motor Fuels Inventory, the Goodwill, and the Existing Permits are herein collectively referred to as the "**Assets**". The Assets shall not include those items listed on **Exhibit C** attached hereto and incorporated herein (the "**Excluded Assets**"). Buyer shall have the right to inspect and evaluate the Equipment and all other Assets during the Feasibility Period (as hereafter defined).

(c) The Real Property is one of nine (9) separate real properties in which Seller holds a fee simple or leasehold interest and at which Seller operates a Store Business (the "**Related Real Properties**"). The Related Real Properties are set forth on **Exhibit B** to this Agreement. Concurrently with the execution of this Agreement, Seller and Buyer have entered into an asset purchase agreement for each Related Real Property providing for Buyer to purchase the assets related to the Store Business at, and to acquire a leasehold interest in, such Related Real Property (each such agreement, a "**Related Asset Purchase**

Agreement"). The parties agree to complete the Closing of the transactions contemplated by all Related Asset Purchase Agreements concurrently, unless waived in writing by Seller and Buyer, and the parties agree to cooperate reasonably toward completion of such concurrent Closing under all Related Asset Purchase Agreements.

(d) Any breach or default by a party under any Related Asset Purchase Agreement shall constitute a default by such party under this Agreement, and any breach or default by a party under this Agreement shall constitute a default by such party under each Related Asset Purchase Agreement. An alleged failure of a party to fulfill an obligation under any Related Asset Purchase Agreement shall not constitute a breach or a default unless the party does not cure the failure within the time periods provided in the Related Asset Purchase Agreement for notice and cure.

(e) If a party has the right under any Related Asset Purchase Agreement to terminate such Related Asset Purchase Agreement, the party shall also have the right to terminate all other Related Asset Purchase Agreements, and the termination by a party of any Related Asset Purchase Agreement shall constitute the termination by the party of all Related Asset Purchase Agreements. Notwithstanding the foregoing or anything else set forth in this Agreement or any Related Asset Purchase Agreement, in the event a party's right to terminate this Agreement or a Related Asset Purchase Agreement is pursuant to Section 11 hereof or thereof, the parties may agree in writing to solely terminate the individual Related Asset Purchase Agreement and not to terminate all of the Related Asset Purchase Agreements.

3. **ESCROW AGENT.** The parties agree that Republic Title of Texas, Inc., or its designated affiliate (herein "**Escrow Agent**") shall act as escrow agent and shall receive and deliver all documents or instruments and receive and disburse all sums of money according to the terms of this Agreement and the written instructions of the parties. The fee or charge of Escrow Agent and any costs of recording documentation of the Leasehold Interest (including, without limitation, the Memorandum and the SNDA, as hereafter defined) shall be split equally between the parties. Seller shall be solely responsible for the cost recording the release of any existing financial or other encumbrances and any documentation to cure Title Objections.

4. **TITLE.**

(a) At Seller's expense, Seller shall obtain (i) preliminary title documentation and extended coverage leasehold title insurance for the Leasehold Interest from Escrow Agent, including, without limitation, a preliminary title report or binder (herein the "**Title Commitment**") giving the current condition of title to the Real Property, together with copies of all instruments necessary to fully explain the scope and effect of any matters listed as exceptions in the Title Commitment, whereby Escrow Agent is bound to issue to Buyer an ALTA (2006) extended coverage title insurance policy with liability equal to an amount acceptable to Buyer as determined during the Feasibility Period (the "**Title Policy**"), and (ii) a current as-built A.L.T.A. survey for the Real Property in a form acceptable to the Escrow Agent and Buyer (the "**Survey**"). As part of obtaining the Title Policy, a memorandum of the Leasehold Interest (i.e., a memorandum of lease if Seller owns the fee interest in the Real Property at the Closing or a memorandum of assignment of lease if Seller holds a leasehold interest in the Real Property at the Closing) in form approved by the parties during the Feasibility Period (the "**Memorandum**") shall be executed by the parties and recorded at the Closing and, if there are any mortgages (or similar financial encumbrances) on the Real Property, a subordination, non-disturbance, and attornment agreement in form approved by the parties and the mortgagee during the Feasibility Period (the "**SNDA**") shall be executed by the parties and the mortgagee and recorded at the Closing. Seller shall pay all charges by Escrow Agent with respect to its issuance of the Title Commitment and Title Policy and all costs in connection with obtaining the Survey. To the extent approved by the Escrow Agent and except to the extent any such items constitute Permitted Encumbrances, the Title Policy shall include deletion of exceptions to coverage of rights of parties in possession not shown by the public records, judgment liens, purchase money

liens or mortgages and any related deeds of trust, assignments or similar instruments (except to the extent a mortgage on the Real Property is subject to an SNDA in favor of Buyer), any lis pendens or similar encumbrances, mechanics' and materialmen's liens, and, where allowed by law or regulation, affirmative coverage over matters of record which could limit or prohibit Buyer from using the Real Property as a twenty-four (24) hour convenience store with beer sales and a motor fuels dispensing facility.

(b) Following Buyer's receipt and review of the Title Commitment and Survey for the Real Property (including copies of underlying documentation), Buyer may notify Seller, at or prior to the expiration of the Feasibility Period, of Buyer's title and survey objections with respect to the Real Property (such objections shall be collectively referred to herein as the "**Title Objections**"). Seller shall cure such Title Objections within twenty (20) days of receipt of notice from Buyer and to notify Buyer of the curative matters. Buyer shall have ten (10) days to examine any curative matters. To the extent Seller is unable to satisfactorily cure any Title Objections, Buyer may elect to terminate this Agreement (and the Deposit (as hereafter defined) shall be promptly returned to Buyer) or, at Buyer's option, the parties will negotiate in good faith to agree on an equitable reduction in the Purchase Price or other equitable resolution, failing which Buyer may terminate this Agreement (and the Deposit shall be promptly returned to Buyer). The following shall be "**Permitted Encumbrances**": (i) the Memorandum, (ii) the SNDA, and (iii) all exceptions to title shown on the Title Policy and not objected to by Buyer, or cured by Seller and waived by Buyer.

(c) The Leasehold Interest shall be created and granted to Buyer at the Closing in accordance with the following provisions:

(i) Seller represents and warrants that it owns the fee interest in the Real Property. Seller and Buyer shall enter into a lease agreement in a form of lease to be agreed by the parties during the Feasibility Period (the "**Fee Property Lease**"). The Fee Property Lease shall have an initial term of fifteen (15) years, with six (6) extension options of five (5) years each, with initial annual rent of [REDACTED] with eight percent (8%) increases in rent every five (5) years of the [REDACTED] of the Fee Property Lease and upon the exercise of each renewal of [REDACTED] shall also have a right of first refusal on the Real Property in the Fee Property Lease.

(ii) Intentionally omitted.

(d) The parties acknowledge that the Real Property is subject to certain agreements and obligations related to the motor fuels facility and Motor Fuels Equipment. Prior to the Closing, Seller at its cost shall terminate all such agreements and obligations, expressly including, without limitation, any motor fuel supply agreements, branding and/or incentive agreements, and fuel transportation agreements.

5. **CONSIDERATION.** The purchase price to be paid to Seller, subject to prorations, set-offs and deductions as provided herein, for the conveyance of the Assets (excluding the Merchandise Inventory and Motor Fuels Inventory) shall be [REDACTED]

[REDACTED] as consideration for Seller's obligation to obtain and pay for the Title Commitment and Title Policy, the Survey, underground storage tank and system tightness testing, a Phase I environmental site assessment, and a site investigation report for the Real Property and Assets (regardless of the actual cost of the foregoing items, except that the cost of the site investigation report is limited as provided in Section 10 below). In addition to the Purchase Price, Buyer will pay to Seller in accordance with the terms of Sections 9 and 15 below the Merchandise Inventory Cost (as hereafter defined) and Motor Fuels Inventory Cost (as hereafter defined).

5A. DEPOSIT. [REDACTED]

foregoing, the Deposit may, at Buyer's election, be in the form of a letter of credit. The Deposit shall be refundable to Buyer unless Buyer defaults in its obligation to complete the Closing after the satisfaction or waiving of all Contingencies. At the Closing, the Deposit shall be applied as a credit against the Purchase Price (provided Buyer shall promptly deposit funds equal to the Deposit with Escrow Agent for delivery to Seller at Closing in the event the Buyer elects to utilize a letter of credit as the Deposit). If this Agreement is terminated due to an uncured breach by Buyer in its obligation to complete the Closing after the satisfaction or waiver of all Contingencies provided below and if Seller is entitled to receive the Deposit hereunder, Buyer shall promptly deposit funds equal to the Deposit with Escrow Agent for delivery to Seller. In Buyer fails to deposit funds equal to the Deposit as required following written request from Escrow Agent, then Escrow Agent is authorized to draw upon Buyer's letter of credit to pay the Deposit to Seller.

6. SELLER RETAINED LIABILITIES. Buyer shall not assume, pay, perform, discharge or otherwise be responsible for, any debts, liabilities, obligations, contracts, loans, leases, commitments or undertakings of Seller, of any type whatsoever, whether fixed, unliquidated, absolute, contingent, or otherwise, and whether due or to become due, known or unknown ("Retained Liabilities") including, without limitation, the following liabilities or obligations: (i) any liability arising out of or relating to the ownership or operation of the Store Business or the Assets prior to the Closing including, but not limited to, any liability arising out of any contracts or the existence of any Hazardous Materials (as defined herein) on or beneath the Real Property, or the ownership, use, or operation of the Motor Fuels Equipment or the supply of motor fuels to or the sale or storage of motor fuels on the Real Property; (ii) any liability of Seller for any taxes of any kind relating to any period prior to the Closing; (iii) any liability or obligation of Seller owed to any of its affiliates, employees, officers or owners; (iv) any liability of Seller for a violation of, or failure to satisfy, any legal requirement incurred or imposed prior to the Closing, and (v) any liability arising out of or relating to the possession, use or ownership of any of the Excluded Assets.

7. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer as set forth below. For purposes of this Section 7, "to the best of Seller's knowledge" and "aware" shall mean the actual knowledge of David Carpenter.

(a) The Carpco Entity is a limited liability company validly existing and in good standing under the laws of the state of Iowa, and has all requisite corporate power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder, and the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of all necessary members, officers, directors and shareholders thereof. The Newco Entity is or will be prior to the Closing a corporation validly existing and in good standing under the laws of the state of Iowa, and has or will have prior to the Closing all requisite corporate power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder, and the execution, delivery and performance of this Agreement has been or will be prior to the Closing duly authorized by all necessary action on the part of all necessary members, officers, directors and shareholders thereof.

(b) Seller's ownership interest, whether fee or leasehold, in the Real Property is free and clear of (i) any mechanics' and materialmen's liens or mortgages given to secure borrowed monies (except as disclosed on Exhibit D), or (ii) except to the extent insured over pursuant to Section 4(a) or waived by Buyer during the Title Objection process set forth in Section 4(b), any restrictive covenants, easements or other encumbrances which could limit or prohibit the use of the Real Property as a twenty-four (24) hour convenience store building operation with a motor fuels dispensing facility.

(c) The Assets, including the Leasehold Interest, Fixtures, Equipment (including the Motor Fuels Equipment), Merchandise Inventory, Supplies and Motor Fuels Inventory, are owned, and will be conveyed to Buyer on the Closing, by Seller free and clear of any liens, security interests and encumbrances, except for the Permitted Encumbrances.

(d) To the best of Seller's knowledge, the Store Business is in compliance with all applicable federal, state and local laws, regulations, permits and ordinances (herein "**Legal Requirements**"). Seller has received no written or oral notice of any violation of any Legal Requirements in connection with the Real Property. Seller currently has in place the Existing Permits and, to the best of Seller's knowledge, the Existing Permits include all permits, licenses, and approvals necessary to conduct the Store Business on a twenty-four (24) hour basis, and Seller is in compliance with all licenses and permits (including all licenses and permits pursuant to which beer, wine, liquor, and other alcoholic beverage products are or may be sold at the Real Property, if applicable) pertaining to the operation of the Store Business at the Real Property. Seller shall furnish such Existing Permits to Tenant for its review and approval within five (5) business days after the full execution of this Agreement.

(e) The Fixtures and Equipment are in good working condition in all material respects.

(f) There are no pending condemnations, expropriations, eminent domain or other similar proceedings affecting the Assets or access to and from the Real Property. All access points are permitted by law or covered by easements over adjoining property which easements are in full force and effect without default or, to the best of Seller's knowledge, allegations of default on the part of any party thereto.

(g) All Motor Fuels Equipment, including the underground storage tanks (USTs), piping and dispensers is free of leaks, in compliance with all applicable Legal Requirements, are of the type and age disclosed in **Exhibit E**, and does not require any maintenance or replacement. Except to the extent disclosed in the Phase I or Phase II environmental assessment reports for the Real Property, to the best of Seller's knowledge, there are (i) no pre-existing environmental conditions on or under the Real Property except as has been (or will be prior to the Closing) disclosed to Buyer in writing, and (ii) no Hazardous Materials are located on or beneath the Real Property or have migrated from the Real Property to adjoining property. No claim or demand has been made or notice received from any governmental agency or third party with respect to Hazardous Materials existing on, or originating from, the Real Property. As used herein, "**Hazardous Materials**" shall mean (i) any substance, waste or material, including without limitation, those defined as "hazardous", "toxic" or "regulated" in any applicable federal, state or local environmental law, regulation or ordinance and (ii) any other substance which requires special handling or notification of any federal, state or local governmental entity in connection with its collection, storage, transportation, treatment or disposal.

(h) All existing contracts (including motor fuels supply contracts, maintenance contracts, merchandise supply contracts, employment contracts or other leases or contracts pertaining to the Real Property or the Store Business) are terminable by their terms on or before the Closing and no liability under such contracts will be assumed by Buyer.

(i) To the best of Seller's knowledge, there are no pending or proposed municipal betterments for which a lien could be imposed on the Real Property or the Leasehold Interest.

(j) Seller has received no notice and is not otherwise aware that all or any part of the Real Property is in violation of (1) any zoning, subdivision, building, health, traffic, environmental, flood control or other applicable rules, regulations, ordinances or statutes of any local, state or federal authorities or any other governmental entity having jurisdiction over the Real Property or (2) any outstanding covenants or any instruments affecting the Real Property.

(k) There are no suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending or, to the best of Seller's knowledge, threatened against Seller, or affecting all or any part of the Real Property or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have a material adverse effect upon the operation or condition, financial or otherwise, of all or any part of the Real Property or Assets.

(l) All bills and claims for labor performed and materials furnished to or for the benefit of Seller with respect to the Real Property and Assets will either be paid in full by Seller at or before the Closing or shall be bonded over by Seller.

(m) To the best of Seller's knowledge, all public utilities, including without limitation, sewer, water, telephone, cable television, broadband internet or DSL service, electricity and gas required for the operation of the Store Business at the Real Property, enter through and in accordance with valid easements.

(n) To the best of Seller's knowledge, the Real Property has free and unimpeded access to public highways, and sufficient frontage thereon, and all approvals necessary for access have been and are, as of the Closing, in full force and effect.

(o) To the best of Seller's knowledge, all documents, reports, and other materials delivered or made available by Seller for Buyer's review in connection with this Agreement are true, correct, and complete.

(p) There are no rights of first refusal, purchase options, or similar rights in any motor fuel supply agreement, branding and/or incentive agreement, or fuel transportation agreement related to the Real Property or the Assets.

The representations and warranties contained in this Section 7 shall survive the Closing for a period of one (1) year except for the representations and warranties set forth in Sections 7(a), 7(c), 7(g) (second and third sentence only), and 7(l), which shall survive the Closing for a period of two (2) years.

7A. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller the following:

(a) Buyer is a corporation validly existing and in good standing under the laws of the state of Texas, and has all requisite corporate power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder, and the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of all necessary members, officers, directors and shareholders thereof.

(b) This Agreement constitutes a valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms. The execution and delivery by Buyer of this Agreement does not, and the consummation of the transactions contemplated hereby, and compliance with the terms hereof, will not conflict with, or result in any violation of or default under, (a) any provision of the organizational documents of Buyer; (b) any court order or Legal Requirements applicable to Buyer, or the property or assets of Buyer; or (c) any contracts to which Buyer is a party, or by which Buyer, or its respective assets may be bound.

(c) Buyer has the necessary funding to meet all of its obligations under this Agreement, including, without limitation, the Purchase Price, any adjustments thereto, and all of its fees and expenses to consummate the transactions contemplated by this Agreement. Buyer acknowledges that the obtaining

of any financing is not a condition precedent to the obligations of Buyer to consummate the transactions contemplated hereby.

(d) If Buyer notifies Seller in writing that all Contingencies have been satisfied and/or waived, then Buyer will have conducted its own independent investigation, inspection, verification, review, and analysis of the Store Business, Assets and Real Property (including the environmental condition thereof), which investigation, inspection, verification, review, and analysis will have been conducted by Buyer or Buyer's representatives, agents or contractors. Buyer acknowledges that, except as set forth in this Agreement (or any certificates or agreements provided by Seller for the Closing or otherwise in connection with this Agreement), none of Seller, Seller's officers, shareholders or employees, or any other person representing Seller has made any representation or warranty, expressed or implied, on which Buyer is relying as to the accuracy or completeness of any information regarding the Store Business, Assets or Real Property furnished or made available to Buyer.

The representations and warranties contained in this Section 7A shall survive the Closing for a period of one (1) year except for the representations and warranties set forth in Sections 7A(a) and 7A(b), which shall survive the Closing for a period of two (2) years.

8. INTERIM OBLIGATIONS OF SELLER.

(a) From the date of this Agreement until the Closing, Seller shall (i) carry on the Store Business at the Real Property in the ordinary course, (ii) maintain all qualifications and all permits which are required to carry on the Store Business at the Real Property, (iii) except to the extent agreed by Buyer or as necessary to sell through items which will not be purchased by Buyer, maintain its Merchandise Inventory and Motor Fuels Inventory mix and levels in accordance with past practices consistent with the mix and levels existing on the date hereof, (iv) not enter into any contracts which are not terminable without penalty at the Closing, (v) not incur or suffer any liens or encumbrances on any of the Assets except for Permitted Encumbrances, (vi) maintain competitive pricing on the motor fuels in keeping with the applicable trade area, (vii) take such steps as are necessary to assure that Seller's representations and warranties are true on the Closing in all material respects, subject to Section (b) below, and (viii) not amend, modify, or extend the term of any agreements or contracts pertaining to the Real Property or the Store Business without Buyer's consent, nor grant any consents, approvals, or waiver of any rights or obligations thereunder.

(b) In the event that, during the Feasibility Period, Seller becomes aware of the occurrence or non-occurrence of any event or the existence of any fact or condition making any of the Seller's representations or warranties contained herein to be inaccurate or untrue, Seller shall promptly notify Buyer in writing thereof and provide an update to any applicable Exhibits. Without limiting any other rights of Buyer under this Agreement (including, without limitation, for a default by Seller if Seller causes any representations or warranties to become inaccurate or untrue), Buyer shall have ten (10) days from receipt of Seller's notice of a representation or warranty becoming inaccurate or untrue in which Buyer may terminate this Agreement by written notice to Seller, and if Buyer so terminates this Agreement, the Deposit shall be promptly returned to Buyer. If Buyer does not so elect to terminate this Agreement, Buyer shall have been deemed to have waived the right to terminate this Agreement with respect to the matters disclosed in the notice to the extent not caused by Seller.

(c) For a period beginning on the full execution of this Agreement and ending on the expiration of the Feasibility Period (subject to the extensions set forth in Section 10 below), Buyer and its authorized representatives shall have the right, upon reasonable notice to Seller and provided there is no unreasonable interference with Seller's operation of the Store Business, to inspect the Real Property and the Assets and the Store Business during normal business hours (i) to confirm the condition of the Real Property, the

improvements thereon and the Assets and that the Real Property and the Store Business can continue to be used as a convenience store with motor fuels facility in a manner consistent with a 7-Eleven operation, and (ii) for the purpose of locating easements and utilities, making inspections, testing, surveying, performing site analyses and engineering studies, and taking core samples for environmental and engineering reports or such other actions as Buyer may reasonably require; provided, however, no invasive testing shall occur without Seller's consent (and, as necessary, the fee owner/lessor's consent) as to the location and extent of such testing, which consent shall not be unreasonably withheld, and Buyer shall promptly restore the affected portion of the surface of the Real Property and shall indemnify, defend and hold Seller (and, as applicable, the fee owner/lessor) harmless for any Damages (as hereinafter defined) (i) resulting from Buyer's failure to restore the affected portion of the surface of the Real Property and (ii) asserted by third parties as a result of Buyer's invasive testing, provided that in no event shall Buyer have any responsibility for any pre-existing conditions. In addition, Buyer and its authorized representatives shall have the right to inspect Seller's books, accounts and records, and all other relevant documents and Seller will make available, and use reasonable efforts to cause its independent accountants to make available, copies of all such documents and information with respect to the Store Business, the Real Property, and the Assets as representatives of Buyer may from time to time reasonably request.

(d) If, in connection with the inspections conducted by Buyer prior to the Closing, Buyer identifies maintenance deficiencies regarding the Real Property and improvements or the Assets, excluding the underground storage tank and system and other Motor Fuels Equipment, but including but not limited to HVAC, refrigeration equipment, electric service, plumbing, roofs, parking lots or structural aspects of the Real Property or Assets, or deficiencies with regard to compliance with applicable Legal Requirements (including health code requirements and the Americans With Disabilities Act), and such maintenance or compliance deficiency will have a material adverse effect on Buyer's ability to operate the Store Business from and after Closing, Buyer will obtain an estimate of the cost of repairs. Seller and Buyer will, prior to the Closing, reasonably agree on an estimated amount to repair the items identified (the "**Repair Amount**"). At the Closing, Buyer shall be entitled to a deduction against the Purchase Price of the Repair Amount to the extent it exceeds [REDACTED]. Alternatively, Seller may elect to repair any such deficiency to Buyer's reasonable satisfaction and shall have the right to extend the Feasibility Period pursuant to Section 10(b) if necessary for Seller to complete any such repairs. If Seller does not elect to repair any such deficiencies (or fails to repair any such deficiency to Buyer's reasonable satisfaction) and the parties cannot agree on a Repair Amount, Buyer may elect to terminate this Agreement upon written notice to Seller, and the Deposit shall be promptly returned to Buyer. The parties acknowledge and agree that the provisions of this Section 8(d) shall not apply to the underground storage tank and system or other Motor Fuels Equipment, which shall be repaired by Seller at its sole cost in accordance with Section 10(a)(vi).

9. MERCHANDISE AND MOTOR FUELS INVENTORY.

(a) A physical inventory of (i) fresh, in-code, undamaged and non-obsolete merchandise products offered for resale to customers at the Real Property (the "**Merchandise Inventory**"), and (ii) certain supplies consisting of items requiring on-site preparation or items not for separate resale including (w) syrups and CO2 canisters, (x) coffee and hot chocolate, (y) cups, nacho bowls and other containers or packaging, and (z) mixes or materials, condiments, packaging and supplies related to the in-store food service, including hotdogs, nachos, or other similar items, and cleaners, brooms, price guns mops and other general supplies (collectively, the "**Supplies**") shall be taken at the Real Property at the Closing by an inventory service acceptable to Buyer (the "**Merchandise Inventory Service**"). Seller and Buyer shall each pay one half of the fees owed to such Merchandise Inventory Service. The Merchandise Inventory and Supplies shall not include any items that are expired, damaged, out-of-code, or obsolete, including as may be identified by Buyer prior to the Closing, and such items shall be part of the Excluded Assets removed from the Real Property by Seller prior to the Closing. Any Excluded Assets (including inventory

not counted) not removed will be deemed abandoned by Seller, and Buyer may dispose of them in any manner Buyer may elect without accounting to Seller. The Merchandise Inventory shall be purchased at Seller's actual net documented cost, taking into account all discounts and allowances. Seller will provide Buyer with such documented cost information at least five (5) business days prior to the Closing. The total amount to be paid by Buyer for the Merchandise Inventory shall be referred to as the "**Merchandise Inventory Cost**". Supplies shall be included within the Purchase Price set forth in Section 5 above.

(b) At the Closing, Seller shall take, and Buyer (acting through its employees and agents) or, in Buyer's sole discretion, an inventory service acceptable to Buyer (the "**Motor Fuels Inventory Service**"), shall have the right, in Buyer's sole discretion, to observe Seller's taking of, an inventory of the Motor Fuels Inventory, which shall be performed by taking appropriate readings of all underground storage tanks, which readings shall be adjusted to reflect any water actually contained in such tanks. Seller and Buyer shall each pay one half of the fees owed to any such Motor Fuels Inventory Service. Buyer shall purchase such Motor Fuel Inventory at the price Seller paid its supplier for the last purchase of such grade of motor fuel by Seller prior to the Closing (multiplied by the quantity of each like grade of motor fuel) as determined at the Closing by the Motor Fuels Inventory Service, plus Seller's transport truck rate from Seller's supplier's terminal to the Real Property, less any prompt payment discounts actually received by Seller or to which Seller would be entitled if Seller paid pursuant to prompt payment guidelines (the "**Motor Fuels Inventory Cost**").

10. **CONTINGENCIES.**

(a) Seller hereby acknowledges that Buyer is acquiring the Assets for the purpose of operating a twenty-four (24) hour convenience store with a motor fuels dispensing facility on the Real Property. Therefore, the Closing is subject to the satisfaction or waiver of the contingencies and covenants set forth in this Section 10. Buyer may waive any of the conditions, provided such waiver must be in writing and shall not constitute a waiver of any liability of Seller with respect to any condition which is not satisfied due to Seller's breach of warranty or failure to fulfill an obligation under this Agreement. During the sixty (60) day period (subject to extension as provided below, the "**Feasibility Period**") commencing on the date of the full execution of this Agreement, the parties (as applicable) shall use commercially reasonable efforts to satisfy the following conditions precedent (collectively, the "**Contingencies**"):

- (i) Confirming zoning appropriate for Buyer's intended use.
- (ii) Obtaining all permits and approvals from all public or governmental authorities for the intended improvements, use and operations on the Real Property, including the sale of beer.
- (iii) Buyer's approval of the ingress / egress to and from the Real Property and any offsite development conditions.
- (iv) Seller shall promptly complete, at Seller's cost, and deliver to Buyer a Phase I environmental assessment report for the Real Property dated not earlier than November 1, 2019 that is satisfactory to Buyer. Such report may be a newly prepared report or an update of an existing report. Seller shall also deliver to Buyer copies of any Phase II environmental site assessments related to the Real Property in Seller's possession or control. If desired by Buyer after reviewing the environmental due diligence materials provided by Seller and considering the applicability of the Colorado Petroleum Storage Tank Fund, Buyer may conduct Phase II Tests (as hereafter defined) at Buyer's cost.

- (v) Seller shall promptly cause a contractor approved by Buyer to perform site investigation report for the Real Property and deliver such report to Buyer. Seller will be responsible for the cost of such report, except that Seller shall not be obligated to spend more than [REDACTED] for such report. If such report will cost more than [REDACTED], Buyer shall be responsible for the costs associated therewith in excess of such amount provided that Seller obtains Buyer's approval on the excess amount prior to proceeding with the report.
- (vi) Seller shall promptly complete, at Seller's cost, underground storage tank and system tightness testing and other tests of the Motor Fuels Equipment to Buyer's reasonable satisfaction. Seller shall cause any repairs to be completed until all tightness tests pass regulatory requirements and are otherwise satisfactory to Buyer.
- (vii) Buyer's review and approval of a preliminary title report (including all exceptions) for the Real Property and Leasehold Interest.
- (viii) Seller shall promptly obtain at its cost and deliver to Buyer the Survey.
- (ix) Seller and Buyer shall have agreed in writing on the form of the Fee Property Lease, the Memorandum, the SNDA, the Bill of Sale, the Non-Competition Agreement, and any other agreements required or contemplated hereunder.
- (x) Seller shall terminate all motor fuel supply, branding, and transportation agreements related to the Real Property, including, but not limited to, the Shell branding and incentive agreements and the fuel supply agreements, at Seller's cost, with the effective date of such termination on or prior to the Closing.

(b) Buyer may elect to extend the Feasibility Period by thirty (30) days by written notice to Seller. In addition, (i) if Buyer requests from Seller any cure of Title Objections, information from third parties, or any other action and Seller is unable to complete the request or action by the expiration of the Feasibility Period or (ii) if Seller, despite using reasonable efforts, is unable to acquire any third party report or information or complete a third party test including, but not limited to the Title Commitment, Survey, Phase I environmental assessment reports, and the contingencies set forth in Sections 10(a)(iv-vi) or (iii) if any Remedial Measures or maintenance or compliance deficiency repairs pursuant to Section 8(d) are required, Seller may extend the Feasibility Period by the time needed to complete the request, obtain the necessary reports or complete the necessary tests, Remedial Measures or repairs, up to thirty (30) days, by written notice to Buyer.

(c) In the event the Contingencies have not been satisfied or waived by Buyer on or before the conclusion of the Feasibility Period (as the same may be extended pursuant to the terms hereof), this Agreement may be terminated, in its entirety, by either party upon written notice to the other, and the Deposit shall be promptly returned to the Buyer. It is understood and agreed that, in the event that the satisfaction of any of the Contingencies set forth in this Section 10 is delayed due to any act or omission of Seller (including, without limitation, Seller's failure to satisfy Seller's obligations under this Agreement), then, at Buyer's option, the Feasibility Period shall be extended by the same number of days that satisfaction of the Contingencies has been delayed due to the act or omission of Seller.

(d) Within five (5) business days after the execution of this Agreement, Seller shall deliver or make available to Buyer, at Seller's sole cost and to the extent in Seller's possession, all business, sales, and operating records, preliminary title reports, site plans, environmental reports (expressly including, but not

limited to, Phase II environmental site assessment reports and evidence of environmental compliance), geotechnical reports, engineering reports, surveys and copy of applicable fuel contract, copy of all lease agreements affecting the property and any other information that Seller has or is within Seller's control in order to assist Buyer with review and evaluation of the proposed transaction. Seller shall obtain an updated or new Phase I environmental site assessment report promptly as provided above.

(e) Seller agrees to cooperate with Buyer, in a timely expeditious manner and at no out-of-pocket cost to Seller, in the event that Buyer should seek any permits, approvals, licenses, consents of permissions in connection with Buyer's intended use of the Real Property and the Assets, and, where necessary and upon prior notice, agrees to permit the use of Seller's name in connection therewith. Seller shall execute such instruments as Buyer may reasonably request with reference to any application by Buyer therefor, whether in name of Buyer or Seller or both, Seller hereby consenting to all such applications, including, without limitation, such reasonable action as is necessary or appropriate to accomplish any and all of the foregoing.

(f) In addition to the Contingencies, the following shall be conditions to Buyer's obligation to proceed to the Closing hereunder:

- (i) Seller having complied with all obligations and covenants required to be performed by Seller hereunder, including, without limitation, having obtained all required consents for any assignments contemplated under this Agreement and having completed all Environmental Repairs (as hereafter defined).
- (ii) All representations and warranties of Seller shall be true and correct at the Closing in all material respects (except to the extent waived by Buyer expressly or pursuant to Section 8(b)), as evidenced by a certificate of Seller to that effect given at the Closing.
- (iii) All liens or encumbrances (other than the Permitted Encumbrances) affecting the Real Property or Assets shall have been released of record and satisfied in full by Seller and Seller shall have satisfied all requirements of Escrow Agent sufficient to permit the issuance of the Title Policy as provided hereunder.
- (iv) Seller shall have terminated all agreements and contracts with respect to the Real Property and Assets, including, without limitation, the all motor fuel supply agreements, branding and/or incentive agreements, and fuel transportation agreements, except as Buyer has expressly agreed otherwise in this Agreement. Seller shall have provided Buyer with evidence satisfactory to Buyer of such termination at least five (5) days prior to the Closing.
- (v) Seller having removed all Excluded Assets in compliance with all applicable laws.
- (vi) Seller shall have paid in full all Seller's creditors holding claims related to the Store Business or the Real Property (or obtained an SNDA with respect to any mortgage on the Real Property) and shall have provided all notices, if any, required for Seller's creditors to have no claims against Buyer for Seller's obligations, and Seller shall have obtained and delivered to Buyer written documentation from the state department of revenue and any other state or local taxing authorities confirming that all taxes owed by Seller or related to the transaction contemplated by this Agreement have been paid in full.

- (vii) The Closing under this Agreement will occur concurrently with the Closings under all other Related Asset Purchase Agreements, unless waived in writing by Buyer.

(g) Seller's obligation to complete the Closing under this Agreement shall be contingent upon the concurrent Closings under all other Related Asset Purchase Agreements, unless waived in writing by Seller.

11. RISK OF LOSS.

(a) All risk of loss or damage to the Real Property or the Assets by fire, windstorm, casualty, or other cause (except for damage caused by Buyer or its agents) shall remain with Seller until Closing. In the event of substantial loss or damage to the Real Property or to the Assets before Closing, Buyer shall have the option of either (i) terminating this Agreement upon written notice to Seller (in which event the Deposit shall be promptly returned to Buyer), or (ii) proceeding to the Closing, in which event Seller shall assign to Buyer all of Seller's rights under any policy or policies of insurance applicable to the Real Property and/or the Assets and in addition pay to Buyer any applicable deductible or self-insured retention. The term "substantial loss or damage to the Real Property or to the Assets" in the preceding sentence shall mean damage which would result in a cost to repair the damage or, if necessary, replace the damage to the Real Property or improvement thereon or the Assets, in excess of [REDACTED] or which results in closure of the Store Business or substantially impairs the operation of the Store Business. If the loss or damage is not a "substantial loss" then at Buyer's option, (i) Seller shall promptly undertake repairs prior to the Closing, or (ii) Seller need not undertake such repairs and Buyer shall receive a credit at the Closing against the Purchase Price for the cost to repair.

(b) From and after the date hereof, Seller shall give prompt written notice to Buyer of any notice actually received by Seller, or the occurrence of any event actually known to Seller which would, immediately or with notice or the passage of time, prevent Seller from performing its obligations hereunder, or constitute a breach of warranty or representation. Seller shall promptly use its best efforts to correct, cure or eliminate any such item, notice or event which would prevent Seller from performing its obligations hereunder.

12. ENVIRONMENTAL MATTERS.

(a) Seller will provide the following certificates, documents, reports, records, studies and information to Buyer within five (5) business days of the execution of this Agreement (to the extent in Seller's possession or control and not done so previously):

- (i) all environmental reports, records, studies and other documentation (including, but not limited to, soil and groundwater tests and remediation reports), in Seller's or its consultant's possession, pertaining to environmental conditions at the Real Property;
- (ii) the most current UST registration statements and information showing the type and age of the USTs at the Real Property);
- (iii) all visual inspection reports and liquid status reports (from the ATG tape taken at the time of the inspection) for the two (2) year period prior to the full execution of this Agreement;

- (iv) all testing records for the Real Property and Assets (including, without limitation, the Motor Fuels Equipment) for the two (2) year period prior to the full execution of this Agreement;
- (v) all insurance records (including, without limitation, the Certificate of Financial Responsibility) for the two (2) year period prior to the full execution of this Agreement; and
- (vi) a preliminary title report, site plans, geotechnical reports, engineering reports, surveys and any other information that Seller has in its possession or is within Seller's control.

(b) Upon the full execution of this Agreement, Seller at its cost shall conduct inspections of components of the motor fuels facility and precision and tightness tests of all Motor Fuels Equipment (including sumps) and systems and testing and evaluation of Stage I and Stage II vapor recovery equipment and cathodic protection testing to Buyer's satisfaction (collectively, the "**Motor Fuels Equipment Tests**"). If the Motor Fuels Equipment Tests disclose any leaks or other tightness or integrity issues in the Motor Fuels Equipment, or any defects, improperly repaired, improperly functioning, damaged or missing components of the Motor Fuels Equipment, Seller shall promptly (but in any event prior to the Closing), at its sole cost, (i) repair, replace or upgrade, as applicable, any such leaks or other defects or inadequacies (including, if required by applicable Legal Requirements, replace individual components of the Motor Fuels Equipment) and cause such repaired or replaced individual components to be re-certified as to tightness or compliance with applicable requirements by Buyer's environmental consultants or by others authorized by Buyer, and (ii) restore the surface condition of the affected portion of the Real Property (collectively, the "**Environmental Repairs**"); provided that Seller agrees to discuss with Buyer any Environmental Repairs to be made prior to making such Environmental Repairs so as to facilitate the installation of any upgrades or other improvements which may be contemplated or desired by Buyer with such upgrades or other improvements installed at Buyer's sole cost to the extent they are not part of any required Environmental Repairs.

In the event any component of the Motor Fuels Equipment has not been upgraded, repaired or replaced to comply with applicable Legal Requirements, Seller, in consultation with Buyer as to the manner, type and sufficiency of the upgrade, repair or replacement, shall promptly undertake and complete such upgrade, repair or replacement at its expense prior to the Closing. The costs of upgrade, repair and replacement will be considered part of the Environmental Repairs.

(c) Upon full execution of this Agreement, Buyer shall also have the right to engage the services of a contractor ("**Environmental Contractor**") to perform soil, groundwater and, if applicable, surface water tests and/or inspections of any existing remediation systems (collectively, "**Phase II Tests**"). The cost of any Phase II Tests shall be Buyer's responsibility. Notwithstanding the foregoing, no Phase II Tests shall occur without Seller's consent (and, as necessary, the fee owner/lessor's consent) as to the location and extent of such Phase II Testing, which consent shall not be unreasonably withheld, and Buyer shall promptly restore the affected portion of the surface of the Real Property and shall indemnify, defend and hold Seller (and, as applicable, the fee owner/lessor) harmless for any Damages (as hereinafter defined) (i) resulting from Buyer's failure to restore the affected portion of the surface of the Real Property and (ii) asserted by third parties as a result of Buyer's Phase II Tests, provided that in no event shall Buyer have any responsibility for any pre-existing conditions. Buyer may, at its sole discretion, accept the Phase II provided by Seller in lieu of the new Phase II described above.

(d) Buyer shall, promptly upon receipt of Seller's written request, provide to Seller the results of any Phase II Tests performed.

(e) If the Motor Fuels Equipment Tests, Phase I report and/or Phase II Tests disclose any conditions which are reportable under applicable Legal Requirements, Seller shall timely notify the Department (as defined below) and any other appropriate governmental entities and provide Buyer with copies of all such notifications.

(f) If Remedial Measures (as hereafter defined) are required at the Real Property, Seller, in consultation with Buyer shall promptly undertake Remedial Measures. "**Remedial Measures**" shall consist of those activities which are required to investigate and/or assess and remediate any Hazardous Materials, including, without limitation, petroleum and petroleum hydrocarbon conditions, lead, mold, and asbestos, existing prior to the Closing in, on or beneath, or migrating from, the Real Property or any improvements thereto prior to the Closing in order to comply with all applicable Legal Requirements and all schedules, approvals and requirements of the appropriate governmental entities (the "**Department**"), which Remedial Measures shall be undertaken in such a manner as to cause the least possible disruption to the Store Business. Seller will use the Environmental Contractor to perform any Remedial Measures required to be performed by Seller hereunder. Seller shall provide to Buyer copies of all reports generated in connection with the Remedial Measures which are provided to the Department. Buyer will not be obligated to perform the Remedial Measures (or take any action regarding environmental conditions for which Seller is responsible hereunder, including, without limitation, any testing, assessment, remediation, or pursuit of funds from the state environmental tank fund, provided Buyer shall reasonably cooperate at no out-of-pocket cost to Buyer with Seller in its pursuit of funds from the state environmental tank fund). However, if Buyer incurs costs in connection with addressing environmental conditions for which Seller is responsible hereunder and if Buyer intends to seek reimbursement from Seller for such costs, then Buyer may pursue such reimbursement from Seller only after Buyer has pursued reimbursement of such costs from the applicable state environmental tank fund (or after Buyer has reasonably determined that reimbursement from such fund will not be available). To the extent that Seller is obligated to perform Remedial Measures at the Real Property and Buyer agrees to permit such Remedial Measures to be performed after the Closing, Seller and Buyer will enter into an Access Agreement (the "**Access Agreement**"), which shall grant to Seller the right to enter upon the Real Property to perform Remedial Measures which shall be undertaken in such a manner so as to minimize interference with Buyer's operations thereon and which shall more specifically govern the performance by Seller of the Remedial Measures at the Real Property.

(g) Buyer shall cause the Environmental Contractor to prepare and deliver to Seller and Buyer prior to the Closing an estimate of cost of anticipated (i) Remedial Measures at the Real Property, and (ii) any Environmental Repairs which Buyer agrees, in its sole discretion, need not be completed by the Closing, which amounts will be placed by Seller into escrow at the Closing and distributed to Seller as the work is performed in accordance with an escrow agreement (the "**Escrow Agreement**") by and among Escrow Agent and the parties. Seller will be responsible for any amounts incurred in completing the Remedial Measures and all Environmental Repairs in excess of the amounts placed in escrow.

(h) Remedial Measures for the Real Property shall be deemed completed for purposes of this Agreement upon receipt by Seller (and delivery to Buyer) from the Department or other appropriate governmental authority of a "**No Further Action**", "**Closure**" or similar written statement from the Department ("**Closure Letter**"). Notwithstanding the foregoing, Remedial Measures shall not be deemed completed if Buyer would be required to restrict the use of the Real Property in any way in order to obtain, or otherwise as a condition of obtaining, such Closure Letter, provided however that Buyer may waive this limitation in writing. Receipt of the Closure Letter will not affect or diminish Seller's indemnification obligations under Section 17 below.

(i) Notwithstanding anything in this Section 12 to the contrary, if after receiving the Motor Fuels Equipment Tests, Phase I report and/or Phase II Tests, Buyer concludes, in its sole discretion, that the environmental condition of the Real Property materially impacts the Store Business or exposes or could

expose Buyer to material liability arising from such condition, taking into account factors such as the existence or likelihood of offsite migration, the existence or likelihood of impact to groundwater or drinking water sources, the extent of on-site levels of contamination, the cost and business disruption likely to be caused by required Remedial Measures and the time likely required to perform Remedial Measures and reimbursement eligibility from the applicable state environmental tank fund or otherwise, Buyer may, by delivering written notice to Seller, unilaterally terminate this Agreement and thereafter this Agreement shall be null and void (and the Deposit shall be promptly returned to Buyer).

(j) If, at any time after Closing, during the performance of the Remedial Measures at the Real Property, Buyer has reason to believe that a post-closing release has occurred, Buyer shall notify Seller immediately and take those steps required, in Buyer's opinion, or as required by the Department, to determine and abate the source of the release. If, upon subsequent investigation by Buyer, hydrocarbon contamination is determined to have occurred subsequent to the Closing, Seller and Buyer shall agree on an allocation of responsibility for tests undertaken by Buyer and for the remediation expenses from that date forward based on the degree to which the post-closing release increased the estimated overall remediation costs, with Buyer and Seller to be responsible for their respective share of the costs and entitled to receive the reimbursement applicable to their respective share. Unless otherwise mandated by the Department, no post-closing release shall affect Seller's status as responsible party with respect to any pre-closing release or affect or diminish Seller's obligations under Section 17 below.

(k) Following the Closing, the parties acknowledge that governmental bodies and/or regulators may request from time to time additional records, reports, information and other documentation pertaining to the Real Property or Assets which may be in Seller's possession. Seller shall provide Buyer copies of any such records, reports, information and other documentation within ten (10) days after Buyer's demand therefor. The terms and conditions of this Section 12 shall survive the Closing.

13. NO BROKER. Each party represents and warrants to the other that all negotiations and discussions concerning the Assets has taken place without the involvement of a broker. Each party agrees to indemnify, defend and hold harmless the other from and against any claims brought by any brokerage firm or individual alleging that they are entitled to a commission arising from this transaction.

14. CLOSING.

(a) The closing of the transaction contemplated hereby shall take place by mail and/or electronically with the Escrow Agent in Dallas, Texas, on or before thirty (30) days after Buyer has notified Seller in writing that all Contingencies have been satisfied and/or waived, unless another time and date is agreed to in writing by the parties.

(b) On the date of the actual closing (the "Closing"), the following events shall occur:

- (i) Seller and Buyer shall execute and deliver a bill of sale and general assignment in a form to be agreed by the parties during the Feasibility Period (the "Bill of Sale"), conveying the Fixtures, Equipment, Merchandise Inventory, Supplies and Motor Fuels Inventory.
- (ii) Seller and Buyer shall execute and deliver the Fee Property Lease.
- (iii) No later than the date of Closing, Buyer shall pay the Purchase Price (as adjusted in accordance with this Agreement and less any amounts credited against the Purchase Price pursuant to this Agreement) by wire transfer in immediately available funds to an account or accounts designated by Seller.

- (iv) Seller shall make available possession of, and Buyer shall accept possession of, the Real Property and the Assets, which Buyer acknowledges will be in an "as is" condition and on a "where is" basis, subject to the representations, warranties, and obligations of this Agreement, except as otherwise expressly represented or warranted or provided in this Agreement.
- (v) Seller shall instruct Escrow Agent to issue and deliver to Buyer the Title Policy (which shall include the Memorandum being executed by the parties and recorded and shall include the SNDA being executed by the parties and the mortgagee and recorded), and Seller shall pay the Escrow Agent for all premiums associated therewith. Seller and Buyer will each pay one half of the cost of any escrow or other fees assessed by the Escrow Agent in connection with the Closing.
- (vi) If required by Section 12, Seller and Buyer shall execute and deliver the Access Agreement and the Escrow Agreement.
- (vii) Seller shall deliver to Buyer evidence of termination of any contract (including any operations agreement or any motor fuels supply contract) affecting the Real Property or the Store Business.
- (viii) To the extent consistent with the provisions of this Agreement, Seller shall execute and deliver at the Closing such other conveyances, certificates of title or bills of sale reasonably requested by Buyer.
- (ix) Seller shall execute and deliver to Buyer the FIRPTA Affidavit.
- (x) Each party shall have delivered evidence reasonably satisfactory to other party of the authority of persons executing this Agreement and the other documentation to be executed and delivered hereunder.
- (xi) Seller shall have delivered such customary affidavits and indemnities as Buyer's title insurance company may reasonably require in order to issue so-called owner's and lender's title insurance policies, if applicable, insuring Buyer's title to the Real Property.
- (xii) Seller and Buyer shall take a physical inventory of the Merchandise Inventory and Motor Fuels Inventory.
- (xiii) Seller shall enter into the Non-Competition Agreement (as hereafter defined).
- (xiv) Seller and Buyer shall enter into a mutual termination of the business conversion program ("**BCP**") franchise agreement (and related BCP documentation) in place between the parties.

15. POST CLOSING OBLIGATIONS.

(a) On or prior to five (5) business days after the Closing, Seller and Buyer shall agree on the amount of the Merchandise Inventory Cost and Motor Fuels Inventory Cost based on the physical inventory performed pursuant to the terms hereof, and within five (5) business days after the Closing, Buyer shall pay Seller the full amount thereof by wire transfer, check, or other form of immediately available funds.

(b) If the Store Business at the Real Property is not currently branded as "7-Eleven", Buyer shall have the right, at its sole option, to use on a temporary basis after the Closing any trademarks and trade names currently used at the Store Business and on any Supplies.

(c) For a period of two (2) years after the Closing, Buyer shall file all applications or other documentation, make all necessary payments and take all other actions to keep the Store Business and Real Property eligible and in good standing with respect to the Colorado Petroleum Storage Tank Fund, to the extent such filings, payments, or other actions pertain to the use of the Real Property after the Closing or the operation of the Store Business after the Closing.

16. TERMINATION.

(a) This Agreement may be terminated (i) at any time prior to the Closing by mutual consent of both parties (and the Deposit shall be promptly returned to Buyer); (ii) at any time upon material breach of this Agreement by written notice from the non-breaching party to the breaching party, provided that the breach is not cured within ten (10) days after receipt of such notice (and the Deposit shall be given to the non-breaching party); or (iii) by written notice from either Buyer or Seller to the other if the Closing shall not have occurred within sixty (60) days of the Closing as originally scheduled pursuant to Section 14 above (and the Deposit shall be promptly returned to Buyer); provided that neither party can exercise the right of termination described in subpart (iii) if the event giving rise to the termination is due to the failure of such party to perform its covenants or obligations contained herein or due to a breach of warranty given by such party.

(b) If this Agreement is terminated pursuant to 16(a)(i) or (iii) above, such termination shall be without liability of or to either party to the other, provided, if, any party (or a person associated therewith) deliberately fails to fulfill a condition to the performance of any other party or to perform a covenant of this Agreement or breaches this Agreement and this Agreement is terminated pursuant to Section 16(a)(ii) or (iii) by the other party, then the rights of the terminating party to pursue all legal remedies will survive such termination, including the right to recover any and all actual damages sustained or incurred by the other party in connection with such failure or breach, provided that neither party shall be liable for lost profits or other consequential damages, and except, however, that notwithstanding anything to the contrary contained in this Agreement, Seller's right to recover damages shall be limited to the (i) Deposit and (ii) reimbursement for all reasonable out-of-pocket expenses incurred by Seller in connection with this Agreement up to the date of termination, including, but not limited to, legal fees, consulting fees, costs of procuring Title Commitments, Surveys, Phase I reports, site investigation reports, tank tightness testing, curing Title Objections, and termination of fuel supply agreements required hereunder to the extent such termination occurs after Buyer has notified Seller in writing that all Contingencies have been satisfied and/or waived.

(c) In addition to any other remedies which Buyer may have at law or in equity, Seller hereby agrees that Buyer shall have the right to have all obligations, undertakings, agreements and other provisions of this Agreement specifically performed by Seller and that Buyer shall have the right to obtain an order or decree of such specific performance against Seller in any of the courts of the United States or of any state or other political subdivision thereof having jurisdiction. This paragraph shall survive the Closing.

17. INDEMNIFICATION.

(a) From and after the Closing, Seller shall indemnify, defend and hold Buyer harmless from any and all claim, liability, loss, obligation, damage, cost (including attorney's and consultant's fees) or expense (collectively, "**Damages**") suffered by Buyer, its officers, directors, agents, employees and representatives and their successors and assigns as a result of (i) any inaccuracy of Seller's representations

and warranties set forth herein, (ii) any actual or threatened demand, claim, suit, action or proceeding arising out of or resulting from the conduct of the Store Business on or prior to the Closing; (iii) the failure by Seller to perform, pay, defend, discharge or otherwise be responsible for the Retained Liabilities; (iv) the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence prior to the Closing of a Hazardous Material on, under, or from the Real Property, (v) the installation, operation and maintenance of the Motor Fuels Equipment prior to the Closing, including, but not limited to, compliance with Legal Requirements, or (vi) any obligations under any motor fuel supply agreements, branding and/or incentive agreements, or fuel transportation agreements (except for any post-Closing obligations under any such agreement expressly assumed by Buyer at the Closing). Notwithstanding the foregoing, Seller shall not be responsible under this Section 17 for Damages (y) to the extent caused by the negligence or willful misconduct of Buyer, its officers, directors, agents, employees and representatives, or their successors and assigns, or (z) to the extent coverage is not available or coverage is limited under the Colorado Petroleum Storage Tank Fund as a result of Buyer's failure to comply with Section 15(c) hereof.

(b) In the event that Buyer makes a claim for indemnification against Seller under Section 17(a)(iv) or with respect to any other environmental condition existing prior to Closing, Buyer shall provide Seller with reasonable cooperation, at Seller's sole cost and expense, with respect to Seller's pursuit of coverage under the Colorado Petroleum Storage Tank Fund with respect to such indemnification claim. In the event that Buyer incurs costs or other Damages in connection with addressing any such environmental conditions for which Seller is responsible hereunder and if Buyer intends to seek reimbursement from Seller for such costs or other Damages, then Buyer may pursue such reimbursement from Seller only after Buyer has pursued reimbursement of such costs from the Colorado Petroleum Storage Tank Fund (or after Buyer has reasonably determined that reimbursement from such fund will not be available for reasons other than Buyer's failure to comply with Section 15(c) hereof).

(c) From and after the Closing, Buyer shall indemnify, defend and hold Seller harmless from any and all Damages asserted against Seller by third parties as a result of (i) any inaccuracy of Buyer's representations and warranties set forth herein, (ii) any actual or threatened demand, claim, suit, action or proceeding arising out of or resulting from the conduct of the Store Business after the Closing, including, but not limited to, any liability arising out of any contracts with respect to any employees of Buyer and any taxes resulting from the conduct of the Store Business; (iii) Buyer's use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence after the Closing of a Hazardous Material on, under, or from the Real Property, (iv) the installation, operation and maintenance of the Motor Fuels Equipment after the Closing, including, but not limited to, compliance with Legal Requirements, or (v) any obligations under any motor fuel supply agreements, branding and/or incentive agreements, or fuel transportation agreements expressly assumed by Buyer at the Closing. Notwithstanding the foregoing, Buyer shall have no obligations under this Section 17 for Damages to the extent caused by the negligence or willful misconduct of Seller, its officers, directors, agents, employees and representatives, or their successors and assigns.

(d) If a claim for indemnification that is covered by this Agreement is made by a third party against Buyer or Seller (the party benefitting from the indemnification obligation, the "**Indemnified Party**"), and if the Indemnified Party intends to seek indemnity with respect thereto under this Section, the Indemnified Party shall promptly notify the party required hereunder to indemnify the Indemnified Party (the "**Indemnifying Party**") of such claim. The Indemnifying Party shall, in a timely manner, undertake, conduct and control, through counsel reasonably acceptable to The Indemnified Party, and at the Indemnifying Party's expense, the settlement or defense thereof, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection therewith (at no out-of-pocket cost to the Indemnified Party); provided that:

- (i) The Indemnifying Party shall not thereby permit to exist any lien or other adverse charge upon any asset of the Indemnified Party without the Indemnified Party's prior consent;
- (ii) The Indemnifying Party shall permit the Indemnified Party to participate in such settlement or defense through counsel chosen by the Indemnified Party, provided that the fees and expenses of such counsel shall be borne by the Indemnified Party;
- (iii) The Indemnifying Party shall not settle any claim (1) unless the terms of such settlement provide for the full and effective release of the Indemnified Party (without (a) the payment of funds by the Indemnified Party, (b) the imposition of any burden or lien on, or criminal or civil penalties, consent orders or decrees or admissions of guilt (or comparable plea) or wrongdoing or negligence required to be entered by or against, the Indemnified Party or with respect to its assets, or (c) any adverse change in the Indemnified Party's method of conducting its business or any permits), and (2) without the Indemnified Party's consent (which consent shall not be unreasonably withheld), except that if consent is withheld solely on the basis of the amount of such proposed settlement, the Indemnifying Party shall not be responsible for any damages relating to such claim that exceed the amount of such proposed settlement.

(e) If the Indemnifying Party does not notify the Indemnified Party in a timely manner (but in no event later than ten (10) days after receipt of the Indemnified Party's notice of a claim of indemnity hereunder) that the Indemnifying Party elects to undertake the defense thereof, the Indemnified Party shall have the right to contest, settle or compromise the claim in the exercise of its exclusive discretion at the expense of the Indemnifying Party. The Indemnified Party shall, however, notify The Indemnifying Party of any compromise or settlement of any such claim. The Indemnifying Party shall promptly reimburse the Indemnified Party for the damages to which the Indemnified Party is entitled by reason of this Section.

(f) The indemnification obligations contained in this Section 17 shall survive the Closing with respect to matters of which the Indemnified Party has given the Indemnifying Party notice within two (2) years after the Closing. The parties hereto agree that the provisions in this Agreement relating to indemnification, and the limits imposed on the Indemnified Party remedies with respect to this Agreement and the transactions contemplated hereby were specifically bargained for between sophisticated parties and were specifically taken into account in the determination of the amounts to be paid hereunder.

18. NOTICES. Any notice hereunder shall be in writing and shall be deemed to have been properly given when sent by (a) courier; (b) United States Certified Mail, Return Receipt Requested, postage prepaid; or (c) a nationally recognized overnight courier, shipping charges prepaid, to the addresses which follow:

SELLER:

Carpco, LLC
JKDE, Inc.
10644 Justin Drive
Urbandale, Iowa 50322
Attn: David Carpenter

BUYER:

7-ELEVEN, INC.
Attn: Corporate Real Estate
Cypress Waters
3200 Hackberry Road
Irving, Texas 75063
Property # _____

ESCROW AGENT:

REPUBLIC TITLE OF TEXAS, INC.
Attn: Sarah Jane Worrell-Bowdoin
2626 Howell Street, 10th Floor
Dallas, Texas 75204-4064

19. GENERAL.

(a) This Agreement merges all prior negotiations and understandings between the parties and constitutes their entire agreement regardless of any written or verbal representations of any agent, manager, or other employees of Buyer to the contrary.

(b) As a material inducement to Buyer to execute this Agreement, Seller agrees to fully cooperate with Buyer, at no out-of-pocket expense to Seller, in obtaining all necessary permits, licenses or other matters which are necessary to enable Buyer to obtain and use the Assets for the purposes contemplated, and Seller further agrees that this obligation shall survive the Closing.

(c) The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Seller agrees that Buyer may assign his interest herein to any person or entity it may designate including a trust, corporation or partnership or designate any person or entity to take title to the Assets.

(d) This Agreement shall be performed and enforced in accordance with the laws of the state in which the Real Property is located without regard to principals of conflicts of law. In the event of a dispute regarding this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party attorneys' fees and costs in addition to any other amounts awarded.

(e) Modification, waiver, amendment, discharge or changes of or to this Agreement shall not be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge, or change is sought.

(f) No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

(g) Seller shall provide all notices and take all other actions required under any bulk sales law or similar law in connection with the transactions contemplated by this Agreement.

(h) If more than one person or entity is named as Seller or Buyer in this Agreement, the words "Seller" or "Buyer" wherever used in this Agreement, are intended to refer to all such persons or entities, and the liability of such persons or entities for compliance with the performance of all the terms, covenants and provisions of this Contract shall be joint and several. If the Newco Entity has not been created at the time this Agreement is executed, then Seller and the person signing this Agreement for the Newco Entity below represent and warrant that the Newco Entity will be created prior to the Closing and the person

signing this Agreement will be authorized to sign for the Newco Entity, and Seller and such signer agree that, upon the formation of the Newco Entity, the Newco Entity shall be responsible for the obligations of Seller under this Agreement and shall promptly deliver to Buyer a ratification, amendment, or other appropriate documentation of such formation and responsibility. The Carpco Entity may convey business assets (and other non-real estate assets) held by the Carpco Entity to the Newco Entity only after formation of the Newco Entity and delivery to Buyer of documentation confirming the Newco Entity's responsibility for obligations of Seller hereunder (together with the Carpco Entity). The Carpco Entity will be responsible for all obligations of Seller (including any stated as the responsibility of the Newco Entity) until the Newco Entity is formed and obligated under this Agreement or if the Newco Entity is not formed and obligated under this Agreement (but formation of the Newco Entity does not release the Carpco Entity of any obligation or liability under this Agreement).

(i) This Agreement shall not be effective unless and until the same has been executed and delivered by all parties hereto. To facilitate the execution of this Agreement, the parties may execute and exchange counterparts of signature pages affixing their signature by means of an electronic signature tool, application, or software (e.g., DocuSign). Each such electronic signature of a party shall be treated as an original as if personally signed by that party

20. PRORATIONS.

(a) The following items shall be prorated as of the Closing and paid by Buyer and Seller as applicable:

- (i) Current real estate and personal property taxes and any other water, sewer or other municipal use or improvement tax, charge or other assessment affecting the Real Property or the Assets;
- (ii) Fuel (excluding the Motor Fuels Inventory) and other supplies (including, without limitation, heating, oil and propane), if any, on hand and paid for, at the then current price therefor;
- (iii) Intentionally omitted; and
- (iv) Any Franchise fees or other payments owed from Seller to Buyer pursuant to the BCP franchise agreement (and related BCP documentation) in place between the parties.

(b) Charges for water, gas, power, light and other utility service shall be the responsibility of Seller with respect to service up to the date of Closing and shall be Buyer's responsibility with respect to service on and after the date of Closing. The parties shall endeavor to obtain meter readings or other evidence of the amounts due for utilities before Closing, but if such readings or evidence cannot be obtained before Closing, the Closing shall be completed without adjustment of the same, and upon obtaining such reading or evidence after Closing Seller shall pay Buyer the charges incurred before the Closing based on such reading.

(c) Seller shall pay all state and local taxes imposed in connection with the conveyance of the Leasehold Interest and the Assets to Buyer, including any sales taxes, and all other conveyance or transfer taxes or documentary stamp taxes imposed in connection with the conveyance of the Leasehold Interest and the Assets to Buyer.

(d) If the amount of any tax, charge or assessment is undetermined on the Closing, the last determined tax, charge or assessment shall be used for the purpose of the proration described above, with a reapportionment as soon as the new rate is determined. In the event that, after the Closing, any of such taxes, charges or assessments shall be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Buyer and Seller, provided that neither Buyer nor Seller shall be obligated to institute or prosecute proceedings for an abatement, unless otherwise provided herein.

(e) In the absence of error or omission, all prorations, adjustments and credits made and determined as herein provided shall be final as of the Closing, unless otherwise specified herein. If, subsequent to the Closing but no later than six (6) months after the date thereof, an error or omission in the determination or computation of any of the prorations, adjustments and credits shall be discovered, then, immediately upon discovery thereof, the Buyer and Seller shall make the appropriate adjustments required to correct such error or omission.

(f) The provisions of this Section 20 shall survive the Closing.

21. NON-COMPETITION. At the Closing, Seller (and its principals and affiliates) shall enter into a non-competition agreement (using Buyer's standard form, subject to agreement during the Feasibility Period) prohibiting Seller (or its principals and affiliates) from operating a convenience store or motor fuels facility in the state of Colorado for a period of five (5) years after the Closing (the "Non-Competition Agreement"); provided, however, that Seller (or any of its affiliates or principals) shall not be prohibited from developing convenience stores or motor fuels facilities in the state of Colorado on Buyer's behalf. Consideration for the Non-Competition Agreement is included in the Purchase Price.

<Remainder of page intentionally left blank.>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SELLER

CARPCO, LLC, an Iowa limited liability company

By: 
Name: David Carpenter
Its: Sole Manager
(seal)

JKDE, INC., an Iowa corporation

By: 
Name: David Carpenter
Its: President
(seal)

BUYER

ATTEST:

By: 
Robin Bryant
Assistant Secretary

7-ELEVEN, INC., a Texas corporation

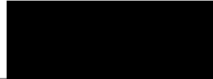
By: 
Name: Grant Distel
Its: Attorney-in-Fact
(seal)

Exhibit A: Legal Description
Exhibit B: Related Real Properties
Exhibit C: Excluded Assets
Exhibit D: Mechanics' Liens, Materialmens' Liens and Mortgages
Exhibit E: Underground Storage Tanks

Exhibit A

Legal Description

The Real Property referred to herein is situated in the County of Weld, State of Colorado, and is described as follows:

Parcel 1:

Lot 1, Kahn Second Subdivision, Town of Firestone, County of Weld, State of Colorado.

Parcel 2:

Together with a non-exclusive easement for ingress and egress for the use of a common driveway over the area depicted as a triangular shaped "access easement" on the final plat of Lot 1, Arm Petroleum Subdivision, recorded May 10, 2005 under Reception No. 3284733, as said easement is more fully defined and described in Easement Agreement recorded December 27, 2005 under Reception No. 3350132, County of Weld, State of Colorado.

Exhibit B

Related Real Properties

Store No.	Address	Interest at Closing
712	16310 E. Quincy Ave., Aurora, CO	Assigned Lease Assignment
714	3914 State Hwy. 119, Longmont, CO	Assigned Lease Assignment
715	15296 East Hampden Ave., Aurora, CO	Assigned Lease Assignment
716	9355 East Dry Creek Rd., Centennial, CO	Fee Property Sublease
717	290 S. Pierce St., Lakewood, CO	Assigned Lease Assignment
718	3083 Brighton Blvd., Denver, CO	Fee Property Lease
719	9590 Federal Blvd., Federal Heights, CO	Fee Property Lease
720	11099 East I-25 Frontage Rd., Firestone, CO	Fee Property Lease
722	7260 East 36th Ave., Denver, CO	Fee Property Lease

Exhibit C

Excluded Assets

1. Cell phone charging cords.
2. Expired, damaged, out-of-code, or obsolete merchandise, including as may be identified by Buyer prior to the Closing.
3. Any equipment or other property that is already owned by Buyer pursuant to the BCP franchise agreement in place between the parties or otherwise.

Exhibit D

Mechanics' Liens, Materialmens' Liens and Mortgages

1.

2.

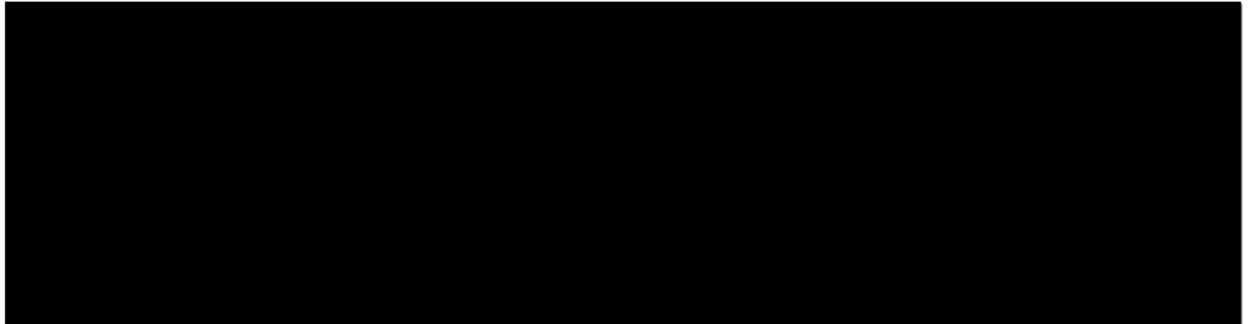


Exhibit E

Underground Storage Tanks

Tank Number	1	2	3
Capacity	20,000	12,000	20,000
Substance Stored	Gas	Gas	Diesel
Installation Date	9/27/1999	9/27/1999	9/27/1999
Construction	Fiberglass	Fiberglass	Fiberglass
Single or Double Wall Tank	Single	Single	Single
Cathodic Protection	No	No	No
Electronic Tank Gauge	TLS 350	TLS 350	TLS 350
Manufacturer	Veeder Root	Veeder Root	Veeder Root
Interstitial Monitor	No	No	No
Containment Sump	No	No	No
Sump Sensor	Yes	Yes	Yes
Alarm or Shut off	Yes	Yes	Yes
Overfill Type	Auto shutoff	Auto shutoff	Auto shutoff
Stage 1 Vapor Recovery	Yes	Yes	Yes
Stage 2 Vapor Recovery	n/a	n/a	n/a
Stage 2 System Type	n/a	n/a	n/a
Submersible Pump	unknown	unknown	unknown
Leak Detector	Mechanical	Mechanical	Mechanical
Product Pipe	Flex	Flex	Flex
Double wall	Yes	Yes	Yes



New Store No. _____
Original Store No. 720
11099 East I-25 Frontage Road
Firestone, Colorado 80504

FREESTANDING LEASE

1. **PARTIES.** This *Freestanding Lease* (this "Lease") dated March 10, 2020 (the "Effective Date") is between CARPCO, LLC, an Iowa limited liability company ("Landlord"), and 7-ELEVEN, INC., a Texas corporation ("Tenant"). This Lease is contingent upon (i) the occurrence of the closing under the Asset Purchase Agreement (as hereinafter defined), and (ii) the issuance of a temporary permit by the local licensing authority for the sale of alcohol beverages.

2. **PREMISES.** Landlord grants and leases to Tenant and Tenant takes and leases from Landlord, on the terms and conditions set forth herein, the land described in the attached **Exhibit A**, which is a part of this Lease, together with the building and improvements located thereon and therein from time to time (collectively, the "Premises"), as shown on the site plan attached as **Exhibit B** (the "Site Plan"), which is a part of this Lease. The existing building located on the land (the "Building") contains approximately 5,358 square feet. Landlord further grants to Tenant, for use by Tenant and its employees, suppliers, contractors, authorized representatives and invitees, the non-exclusive right to use any means of ingress and egress to property adjoining the Premises, insofar as Landlord has the right to grant such use.

2.1 **ASSET PURCHASE AGREEMENT.** Landlord, as seller, and Tenant, as buyer, are parties to that certain *Asset Purchase Agreement* dated January 31, 2020 (the "Asset Purchase Agreement"), pursuant to which Tenant is acquiring from Landlord certain Assets (as defined in the Asset Purchase Agreement) used in connection with Landlord's operation of a twenty-four (24) hour convenience store (including, without limitation, the sale of beer) and motor fuels dispensing business from the Premises, which Assets include the convenience store fixtures and equipment (the "Store Equipment"), and the underground storage tanks and associated piping, lines, dispensers, leak detectors, pumps and other related motor fuels equipment (the "Motor Fuels Equipment") on the terms and conditions set forth therein. The parties acknowledge and agree that Tenant's acquisition of the Assets from Landlord (the "Assets Closing") will occur on the same date as Landlord's Delivery Date (as hereinafter defined). If the Asset Purchase Agreement is terminated prior to the Assets Closing, then this Lease shall automatically and concurrently terminate, and neither party shall have any further obligations to the other under this Lease, other than those obligations that expressly survive the early termination of this Lease.

3. **TERM.** (a) Unless sooner terminated or extended as herein provided, the term of this Lease shall be for fifteen (15) years (the "Initial Term"). The Initial Term shall commence on the first day of the first calendar month on or following the date of the Assets Closing ("Landlord's Delivery Date", which shall also be the "Rent Commencement Date"). Landlord and Tenant each agree that upon the other's written request they will execute and deliver a commencement letter acknowledging the actual commencement date of the Initial Term, the Rent Commencement Date and the expiration date of the Initial Term (excluding any options to extend the Initial Term referenced below).

(b) Landlord grants to Tenant six (6) successive options to extend the Initial Term upon the same terms, covenants and conditions of this Lease, for five (5) years for each option (each, an “Extended Term”). The Initial Term as extended by one or more Extended Terms is sometimes referred to herein as the “Term”. If Tenant elects to exercise one or more options, Tenant shall notify Landlord in writing at least sixty (60) days prior to the expiration of the then-current Term in effect at the time of the notice. Tenant may not exercise an option to an Extended Term at any time that Tenant is in default of this Lease beyond applicable cure periods.

4. RENT. (a) Tenant agrees to pay Landlord rent in the monthly amount set forth in the table below for each and every month during the Term, in advance on or before the fifth (5th) day of each month, unless abated or diminished as provided herein. Should the Rent Commencement Date occur on a day other than the first day of a calendar month, monthly rent shall be apportioned for that month only and shall be payable together with the monthly rent for the first full month of the Initial Term. Rent may be paid, at Tenant’s option, either (i) by check and sent by ordinary first class mail to Landlord at the address set forth in Article 31, or (ii) by ACH transfer to an account designated from time to time by Landlord in writing to Tenant. Landlord shall designate an account for ACH transfer promptly upon receipt of written request from Tenant.

<u>Lease Year</u>	<u>Annual</u>	<u>Monthly</u>
1-5 (Initial Term)		
6-10 (Initial Term)		
11-15 (Initial Term)		
16-20 (First Extended Term)		
21-25 (Second Extended Term)		
26-30 (Third Extended Term)		
31-35 (Fourth Extended Term)		
36-40 (Fifth Extended Term)		
41-45 (Sixth Extended Term)		

(b) The term “Lease Year” as used herein shall mean a period of twelve (12) consecutive months beginning on the commencement of the Initial Term as provided in Article 3(a), as to the first Lease Year, and any anniversary thereof as to subsequent Lease Years.

(c) In the event that Tenant shall fail to pay any amount due hereunder, whether monthly rent, utilities, taxes or any other charges due by Tenant under this Lease, within ten (10) days after the due date and written notice of nonpayment, in addition to all other rights and remedies available to Landlord, Landlord shall have the right to receive from Tenant a late charge in the amount of five percent (5%) of the amount due.

5. USE. The Premises may be used up to and including twenty-four (24) hours per day for the retail sale, rental or provision of merchandise and services customarily sold, rented or provided from time to time, at stores operated or franchised by Tenant or at supermarkets or grocery markets of any type and character operated within the supermarket or grocery industry as of the Effective Date of this Lease or in the future and including product lines, services and special features or departments included

in such grocery markets or supermarkets, including but not limited to groceries; produce; sundries; meat; dairy; delicatessen; ready-to-eat, made to order and take-out food products (including without limitation whole or partial pizza pies, and fried food, including without limitation chicken) for on or off-premise consumption; beer for off-premises consumption; motor fuels and petroleum products; financial (including automated teller, banking wire transfer and check cashing services) and ticketing services; cellular devices and related products; phone cards; movies and video games; automotive products; donuts and other types of pastry products; cigarettes and other tobacco products; devices which simulate tobacco or other smoking such as, for example, electronic cigarettes and vaporizers; magazines; lottery; money orders; pay telephones; air and water stations; propane and related equipment; and/or any other lawful purpose. Nothing herein shall require Tenant to continuously operate at the Premises. Tenant's use and occupancy of and operation at the Premises shall at all times be in compliance with all federal, state and local laws, ordinances, rules, regulations and orders applicable to Tenant, the Premises and/or Tenant's use and occupancy thereof ("Applicable Law").

6. UTILITIES. (a) Tenant agrees to pay all charges for gas, electricity, telephone, sewer, water and any other utilities applicable to the Premises. All such utility hook-ups shall be at Tenant's sole cost and expense and all utility accounts shall be titled in the name of Tenant (or an assignee or subtenant of Tenant, if applicable), unless otherwise required by Applicable Law. In the event Landlord receives utility billing statements, Landlord shall immediately forward same to Tenant for payment and shall cooperate with Tenant to assure that such statements are thereafter sent directly to Tenant.

(b) If, due to any act or omission by Landlord, its agents, employees or contractors, any utility or other service to the Premises is interrupted for forty-eight (48) consecutive hours or more and, as a result thereof, Tenant is unable to continue its normal business operations in the Premises, all rent, additional rent and other charges payable hereunder shall be equitably reduced for the period during which such interruption exists taking into account all of the relevant facts and circumstances. In the event of any such interruption of any utility or other service to the Premises, Landlord shall use reasonable diligence to restore such service as soon as practicable.

7. TAXES. (a) Tenant agrees to pay all taxes levied upon its personal property, including trade fixtures and inventory, located on the Premises from and after Landlord's Delivery Date. Tenant shall also either pay directly or reimburse Landlord for all real estate taxes and assessments levied against the Premises during the Term after presentation to Tenant by Landlord of actual real estate tax statements or copies thereof (which show the tax rate, assessed value, breakdowns of direct assessments and penalties, if applicable) and receipts evidencing payment thereof from the taxing jurisdiction(s) in which the Premises are located. If an assessment that is payable in periodic installments is levied on the Premises, Tenant shall pay only those installments that are attributable to the Term. Real estate taxes for the first and final year of the Term shall be prorated between Landlord and Tenant based on the commencement and expiration of the Term. Tenant shall pay only the lowest discounted amount and will not be required to pay any penalty, interest or cost resulting from Landlord's failure to timely pay such taxes and/or the delinquent payment of such taxes by Landlord.

(b) Tenant will not be liable for, and Landlord will forever forfeit all rights to recover, such taxes and assessments if presentation of statements and corresponding receipts evidencing payment thereof are not made to Tenant in the manner set forth above within twelve (12) months after the applicable date of delinquency, unless Landlord is involved in a good-faith dispute regarding such taxes.

(c) Landlord shall, if possible, direct the taxing jurisdiction(s) to send tax statement(s) directly to Tenant. Landlord shall promptly notify Tenant in writing when it has so directed such taxing jurisdiction(s).

(d) Landlord further agrees that Tenant, at Tenant's sole expense, may contest any taxes before any taxing jurisdiction or maintain any necessary legal action in reference to the taxes or for the recovery of any taxes paid; provided that, if there is an imminent forfeiture of title to the Premises or any portion thereof, or if a lien is to be placed on the Premises due to such contest, then Tenant shall either pay the contested amount or post a bond or other security sufficient to forestall such forfeiture or lien placement. Landlord agrees to execute any documents reasonably required by Tenant in connection with any such contest. Landlord agrees to provide Tenant with copies of all notices concerning the tax status of the Premises. Landlord agrees to promptly provide Tenant with copies of annual tax valuation assessments for the Premises so that Tenant may determine whether or not to contest the valuation or taxes assessed for the Premises.

(e) The covenants provided in this Article 7 shall survive the expiration of the Term or the earlier termination of this Lease, but only if Landlord's Delivery Date occurred prior to such early termination of this Lease.

8. MAINTENANCE. At all times during the Term, Tenant agrees at its sole cost to keep all portions of the Premises in good condition and repair and in a clean and safe condition (reasonable wear and tear excepted and subject to Tenant's rights in this Lease in the event of a casualty) including, without limitation, the following: (i) the foundation (including the slab), roof, and structural soundness of the Premises; (ii) electrical, plumbing, heating and air conditioning systems and equipment; (iii) landscaped areas, parking and driveway areas; (iv) all glass; and (v) any other maintenance required by Applicable Law. Tenant shall also be responsible for maintenance of its Fixtures (as hereinafter defined). Landlord shall have no responsibility for the repair, alteration, maintenance or replacement of the Premises or any portion thereof, except as may be appropriate in connection with any other obligations of Landlord hereunder (such as restoring or repairing the surface of areas excavated to complete Landlord's Remedial Obligations, if any).

9. ALTERATIONS. Tenant may make such alterations or additions to the Premises, including to the store front, signs, mansard or marquee and non-weight bearing partitions, as Tenant may desire. Tenant shall not make any alterations involving structural, weight bearing changes without securing Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed. Such alterations or additions will be made in a good workmanlike manner without cost to Landlord, done in compliance with all Applicable Law, and shall be free and clear of mechanics' and materialmen's liens provided that if any such lien is filed, Tenant shall, within thirty (30) days of the imposition of the lien, bond or discharge the same.

10. TRADE AND OTHER FIXTURES. (a) Subject to the approval of local governing authorities and the acquisition of any required permits, Tenant may install or cause to be installed at its expense and in compliance with all Applicable Law, such equipment and trade and other fixtures as are reasonably necessary for the operation of its business (the "Fixtures"). The Fixtures may include, without limitation, the Store Equipment and the Motor Fuels Equipment acquired by Tenant pursuant to the Asset Purchase Agreement (as the same may be altered, improved, replaced and/or removed in Tenant's sole discretion), walk-in vault(s), public pay telephones, propane tanks rental storage area, exterior lighting, interior or exterior video rental machines, a satellite dish and/or similar

communications equipment and Tenant's typical exterior imaging, signs, banners and other advertising displays, including Tenant's fascia, monument and pole signs.

(b) All Fixtures, whenever installed, shall remain personal property of Tenant, and title thereto shall continue in Tenant's name, regardless of the manner in which they may be attached or affixed. At any time during the Term, Tenant, at Tenant's expense, may remove the Fixtures and shall repair any damage caused by such removal.

(c) Landlord hereby waives any landlord's lien which Landlord may have under Applicable Law with respect to the Fixtures. "Applicable Law" means all federal, state and local laws, ordinances, rules, regulations and orders applicable to Tenant, the Premises and/or Tenant's use and occupancy thereof.

11. PERMITS/LICENSES. Landlord hereby grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to undertake any construction and/or perform maintenance, remodeling, alterations and repairs at the Premises, or to otherwise use the Premises in accordance with the terms and conditions of this Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith.

12. CASUALTY DAMAGE AND INSURANCE. Subject to Tenant's right to self-insure as provided below, Tenant shall maintain at all times during the Term "Special Form" coverage property insurance covering the full insurable replacement value of the Premises (the "Required Coverage"). If, in the reasonable business judgment of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril insured against in the Required Coverage (such a casualty or peril being hereinafter referred to as an insured casualty or peril), Tenant shall promptly and diligently restore the Premises to the condition existing prior to the occurrence of the insured casualty or peril, provided, however, that if the insured casualty occurs during the last three (3) years of the Initial Term or any Extended Term, Tenant may, instead of restoring the Premises, release and turn over to Landlord the insurance proceeds as a result thereof and cancel and terminate this Lease. If, in the reasonable business judgment of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril other than an insured casualty or peril, Tenant may either promptly and diligently restore the Premises to the condition existing prior to the occurrence of the casualty or peril at its expense, or Tenant may terminate this Lease effective as of the date of the occurrence of the casualty or peril. If, in the reasonable business judgment of Tenant, the Premises are not thereby rendered substantially unfit for the occupancy or use herein contemplated, Tenant shall promptly and diligently restore the Premises at Tenant's expense to the condition existing prior to the occurrence of the casualty or peril, and all rental shall equitably abate from the date of such occurrence until the Premises are so restored. Since Tenant has agreed, in the event of damage caused by an insured casualty or peril, to either restore the Premises or turn over insurance proceeds to Landlord, and since Tenant has numerous other properties as to which it is self-insured, it is agreed that Tenant may be a self-insurer as to the Required Coverage, provided that Tenant maintains a net worth of not less than [REDACTED]. Tenant shall furnish to Landlord, at any time upon request (but not more than annually), a certificate from an officer of Tenant confirming that Tenant's net worth at the time meets or exceeds the amount required to self-insure.

13. LIABILITY INSURANCE. Tenant agrees, at Tenant's expense, to procure and maintain in force continuously throughout the Term, commercial general public liability insurance covering bodily injury, with combined single limit coverage of [REDACTED] per occurrence, \$[REDACTED] in the

aggregate, and shall, upon Landlord's written request, furnish Landlord a certificate from the insurer evidencing such coverage and naming Landlord as additional insured under the policy but only as respects the Premises. Tenant may satisfy the insurance requirements through a combination of primary, excess, and umbrella policies. In addition, notwithstanding the above, Tenant shall have the right to self-insure as to some or all of the risks covered by this Article 13, provided that Tenant maintains a net worth as set forth in Article 12 hereof.

14. INDEMNITY. (a) Tenant shall indemnify, defend (including payment of reasonable attorneys' fees for such defense), and hold Landlord, and Landlord's members, managers, directors, officers, employees and agents (each, a "Landlord Party"), harmless from any claim, liability, loss, cost or obligation, (collectively, "Claims") asserted by any third party other than a Landlord Party arising from: (i) the use of the Premises by Tenant, its agents, employees or contractors, (ii) the release by Tenant or its agents, employees, or contractors, during the Term, of Hazardous Materials (as hereinafter defined) on or beneath the Premises in violation of or requiring action under Applicable Law, (iii) any negligence or willful misconduct by Tenant or any of Tenant's agents, employees, or contractors, and (iv) any breach or default in the performance of any obligation of Tenant under this Lease, excepting in each of the foregoing cases any Claims resulting from environmental conditions existing on or beneath the Premises as of Landlord's Delivery Date, negligence or willful misconduct of Landlord or any of Landlord's agents, employees, or contractors, or any breach or default in the performance of any obligation of Landlord under this Lease.

(b) Landlord shall indemnify, defend (including payment of reasonable attorneys' fees for such defense), and hold Tenant, and Tenant's members, managers, directors, officers, employees and agents (each, a "Tenant Party"), harmless from any Claims asserted by any third party other than a Tenant Party arising from: (i) the presence or release on or beneath the Premises, prior to the commencement of the Term, of Hazardous Materials in violation of or requiring action under Applicable Law; (ii) any negligence or willful misconduct of Landlord or any of Landlord's agents, employees or contractors; or (iii) any breach or default in the performance of any obligation of Landlord under this Lease, excepting in each of the foregoing cases any Claims resulting from the release by Tenant or its agents, employees, or contractors of Hazardous Materials, negligence or willful misconduct of Tenant or any of Tenant's agents, employees, or contractors, or any breach or default in the performance of any obligation of Tenant under this Lease.

15. TENANT'S REMEDIAL MEASURES. (a) Tenant shall, upon the expiration of the Term or the earlier termination of this Lease, remove its personal property, inventory, and equipment, including its Motor Fuels Equipment. Tenant agrees, at its expense, to comply with all requirements of the appropriate governmental authorities regarding conditions determined to have resulted from Tenant's operation of the Motor Fuels Equipment and any release by Tenant of Hazardous Materials on or beneath the Premises (the "Tenant's Remedial Measures"). "Hazardous Materials" shall mean any material or substance defined as "hazardous" or "toxic" or with words of similar import under Applicable Law, including, without limitation, hydrocarbons, asbestos, lead paint, and mold. Landlord agrees to permit Tenant, its employees, agents, consultants and contractors to enter onto the Premises after the expiration of the Term or earlier termination of this Lease to the extent necessary to satisfy Tenant's obligations under this Article 15, and Landlord and Tenant shall enter into a mutually agreeable access agreement with the terms of Section 26(b) governing an Access Agreement for Landlord's Remedial Obligations. Upon conclusion of the Tenant's Remedial Measures, to the extent affected by the performance of the Tenant's Remedial Measures, Tenant shall restore the Premises to the condition substantially similar to that condition existing prior to the performance of the Tenant's Remedial Measures including, but not limited to, the refilling of any excavation performed in the

course of the Tenant's Remedial Measures. In addition, following removal of any other of Tenant's personal property, inventory, and equipment, Tenant shall restore the Premises to the condition substantially similar to that condition existing prior to the removal.

(b) Landlord agrees that Tenant shall be entitled to any reimbursement or contribution from governmental authorities or any other third party for Tenant's Remedial Measures (including site response testing, cleanup, monitoring, repairs or restoration activities) performed by Tenant, as currently permitted or as may be permitted in the future by Applicable Law, and Landlord agrees to execute all documents reasonably requested by Tenant in connection therewith.

(c) The covenants provided in this Article 15 shall survive the expiration of the Term or the earlier termination of this Lease, but only if Landlord's Delivery Date occurred prior to such early termination of this Lease.

16. ASSIGNMENT OR SUBLEASE. Tenant shall have the right to assign this Lease to any affiliate of Tenant which shall control, be under the control of, or be under common control with the Tenant. Tenant shall have the right to assign this Lease or sublease in whole or any part of the Premises to a third party other than a Tenant affiliate only with the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or sublease shall be subject to all of the terms, covenants and conditions of this Lease and Tenant shall remain primarily liable for the payment of rent and the performance of the terms, covenants and conditions of this Lease. Notwithstanding the foregoing, a franchise or a license to a franchisee or a licensee of some or all of Tenant's interest in the Premises shall not be considered an assignment or sublease for purposes of this Lease (and no consent shall be required in connection therewith), nor shall a sale or transfer of corporate ownership between or among affiliates, or a sale or transfer of Tenant's stock be considered an assignment or sublease and shall be permitted without consent; provided, however, that in all such cases Tenant shall remain primarily liable for the payment of rent and the performance of the terms, covenants and conditions of this Lease.

17. EMINENT DOMAIN. (a) If pursuant to the exercise of the right of condemnation or eminent domain (i) the Premises is taken or conveyed under threat of the exercising of such right, (ii) only a portion of the Premises, is so taken or conveyed and Tenant reasonably determines that the remainder of the Premises or the visibility by the general public of the signage (including fuel pricing) or storefront of the Premises has been materially and adversely affected, or (iii) Tenant's access to the Premises is reduced by such taking or conveyance and Tenant reasonably determines that its access to the Premises or the visibility by the general public of the signage (including fuel pricing) or storefront of the Premises has been materially and adversely affected, Tenant shall have the right to terminate this Lease, subject to Tenant's rights as set forth below. Such termination shall be effective on the date Tenant is required to give up its occupancy, use, or access, whichever is earlier. The termination of this Lease as provided above shall not operate to deprive Tenant of the right, and Landlord expressly grants to Tenant the right, to make a claim for an award in condemnation, or participate in an award, for loss of business goodwill, relocation expenses, Tenant's leasehold interest and/or lease bonus value, loss or damage to Fixtures and improvements made by Tenant to the Premises, the value of Tenant's unexpired options to extend the Term, or any other claims that Tenant is permitted or elects to make, or to receive notices and participate in the condemnation proceedings, including any settlement negotiations, whether conducted prior to or after the filing of a condemnation proceeding.

(b) If this Lease is not terminated as provided herein, Landlord and Tenant shall agree upon an equitable reduction in the rent. If the parties fail to agree upon such reduction within sixty

(60) days from the date Tenant is required to give up such occupancy, use or access, whichever is earlier, Landlord and Tenant shall each choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The decision of any two of the arbitrators concerning the rent reduction, if any, shall be binding on Landlord and Tenant and any expense of the arbitration shall be divided equally between Landlord and Tenant. Any such reduction in rent shall not constitute an election of remedies by Tenant nor deprive Tenant of the right to make a claim for an award in condemnation as set forth above or receive notices and participate in the condemnation proceedings, including any settlement negotiations.

18. ATTORNEYS' FEES. If suit is brought to enforce any terms, covenants or conditions of this Lease, the parties agree that the losing party shall pay the prevailing party's reasonable attorneys' fees, including reasonable attorneys' fees incurred in enforcing a judgment, which shall be fixed by the court and court costs. As used herein, the term "prevailing party" shall mean the party, which has succeeded upon a significant issue in the litigation and achieved a material benefit with respect to the claims at issue, taken as a whole.

19. DEFAULT. (a) If Tenant defaults in the payment of the rent or any other sums or charges due or payable from Tenant under this Lease, Landlord shall promptly notify Tenant in writing. Should Tenant fail to cure such default within twenty (20) days after receipt of such notice, Landlord shall have the right, in addition to any and all other remedies existing at law or in equity, which may be exercised from time to time and as often as the occasion may arise (subject in all events to the requirements of notice and opportunity for cure provided in this Lease), to exercise one of the following options:

(i) Declare the termination of this Lease by sending Tenant written notice thereof. Upon Tenant's receipt of such notice this Lease shall expire and terminate as fully and completely and with the same effect as if that date were fixed for the expiration of the Term and all rights of Tenant, including occupancy of the Premises, shall expire and Tenant shall be relieved of all liability for any future rent or any other sums otherwise due from the date of such termination; and,

(ii) Reenter and repossess the Premises, without being liable for prosecution or any claim for damages therefor and without additional notice or demand which is expressly waived by Tenant, removing all persons therefrom without prejudice to any remedies for arrears of monthly rent or any other sums otherwise due, or breach of any other covenants hereunder. Within a reasonable period of time following such reentry and repossession, Landlord shall use commercially reasonable efforts to relet the Premises on such terms and conditions and for such uses as Landlord may reasonably determine to mitigate Landlord's damages as a result of Tenant's default hereunder. Landlord shall collect and receive any rent or any other sums otherwise due which may be payable by reason of such reletting. Tenant shall be liable for and pay to Landlord all monthly rent or any other sums otherwise due up to and including the date of such reentry and repossession; and, thereafter, Tenant shall, until the end of what would otherwise have been the then current Term, be liable to Landlord for and shall pay to Landlord, all monthly rent or any other sums otherwise due less the net proceeds of any reletting as set forth herein, after deducting from such proceeds all of Landlord's reasonable expenses incurred in conjunction with such reletting. Tenant shall pay such monthly rent or any other sums otherwise due on the days on which they would be payable hereunder in the absence of Tenant's default.

(b) If Tenant defaults in the performance of any of the terms, covenants and conditions of this Lease other than the payment of rent or any other sums or charges due or payable from Tenant under this Lease, Landlord shall promptly notify Tenant in writing. If Tenant fails to cure such default

within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Tenant fails to commence to cure within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event Landlord may cure the default and Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord, but any such default shall not cause the forfeiture of this Lease or of Tenant's right of possession. If the default set forth in this subsection (b) continues for a period in excess of five (5) months after receipt of notice, and Tenant fails to cure the default within thirty (30) days following Tenant's receipt of a second notice of default from Landlord stating Landlord's intention to terminate this Lease or repossess the Premises if the default is not cured within thirty (30) days, then Landlord shall have the right to cancel and terminate this Lease, and exercise all other remedies available to it in law or equity, including, without limitation, those set forth in Section 19(a).

(c) If Landlord defaults in the performance of any of the terms, covenants and conditions of this Lease, Tenant shall promptly notify Landlord in writing. If Landlord fails to cure any default within thirty (30) days after receipt of written notice from Tenant, or if the default is of such character as to require more than thirty (30) days to cure and Landlord fails to commence to cure within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then, in either such event, Tenant, at its option, may, to the extent permitted by Applicable Law, (A) cure such default and setoff or deduct any expense plus an administrative fee equal to fifteen percent (15%) of any such expense so incurred from the rent or other amounts due, and/or (B) cancel and terminate this Lease, and/or (C) bring an action against Landlord, at law or in equity, arising out of such breach. Notwithstanding anything to the contrary in this Lease, in the event Tenant obtains a judgment against Landlord due to a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Premises and the rents, income, and proceeds therefrom (and not to any other assets of Landlord or the separate assets of any shareholders, members, managers, officers or directors of Landlord) for the satisfaction of Tenant's judgment.

(d) The terms and conditions in this Article 19 shall survive the expiration of the Term or the earlier termination of this Lease.

(e) No delay or omission of a party to execute any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken, or held to be a waiver of any other breach, waiver, or acquiescence in, or consent to, any further or succeeding breach of the same covenant. Receipt by Landlord of less than the full amount due from Tenant shall not be construed to be other than a payment on account of the amounts then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's payment be deemed an accord and satisfaction, and Landlord may accept such payment as a partial payment only. The rights herein given to receive, collect, sue, or distrain for any rents, monies, or payments, or to enforce the terms, provisions, and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right (or of any other right or remedy hereunder), or otherwise granted or arising, shall not in any way affect or impair or take away any right of Landlord under this Lease to declare the Term hereby granted ended and to terminate this Lease as herein provided because of any default in or breach of any of the covenants, provisions, or conditions of this Lease.

(f) In no event shall either Landlord or Tenant be liable for consequential, indirect, special, lost profit or punitive damages.

20. RIGHT OF FIRST REFUSAL. If Landlord receives a bona fide acceptable offer to purchase the Premises, Landlord grants Tenant an option to purchase the same upon the same terms and conditions. Promptly after the receipt of such offer, Landlord shall give Tenant written notice of the terms and conditions of the offer in the manner described in Article 31, and Tenant may exercise the option to purchase at any time within thirty (30) days after receipt of such notice. Subject to any confidentiality restrictions in the original offer, Landlord shall promptly provide Tenant with any other information reasonably requested by Tenant within such thirty (30) day period. If Tenant elects to exercise such option it shall do so by giving written notice to Landlord within such periods and a purchase contract shall be executed by the parties and title conveyed by the closing identified in the third-party offer plus the number of days between Landlord's receipt of the offer and Landlord's delivery of the offer to Tenant. The failure of Tenant to exercise the option to purchase shall in no way release or relieve Landlord from Landlord's obligation to provide Tenant with notice of any future offers to purchase. If Tenant fails to exercise the option on the conditions set forth in this Section 20, Landlord may proceed with the sale to the third party upon the terms set forth in the original offer.

21. PATRIOT ACT. Tenant and Landlord (each, a "Representing Party") each represents and warrants to the other (i) that the Representing Party is not in violation of the U.S.A. Patriot Act and any regulations promulgated thereunder (the "Patriot Act"), (ii) that neither the Representing Party nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Person Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (iii) that the Representing Party's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iv) that throughout the Term of this Lease the Representing Party shall comply with the Patriot Act, the Executive Order, and the Money Laundering Act.

22. *Intentionally deleted.*

23. *Intentionally deleted.*

24. *Intentionally deleted.*

25. *Intentionally deleted.*

26. ENVIRONMENTAL OBLIGATIONS. (a) Except for any disclosures of environmental conditions made pursuant to the Asset Purchase Agreement, to the best of Landlord's knowledge, information and belief, the Premises, including but not limited to, the soil and groundwater on or under the Premises, are free from Hazardous Materials in violation of Applicable Law as of Landlord's Delivery Date. Landlord acknowledges that Landlord shall be liable to Tenant and under Applicable Law (and to the satisfaction of the appropriate governmental authorities), for the assessment and remediation of any Hazardous Materials in violation of Applicable Law existing on or beneath the Premises as of Landlord's Delivery Date (the "Landlord's Remedial Obligations").

(b) If Landlord shall, at any time after the Effective Date of this Lease, be required to perform Landlord's Remedial Obligations, Landlord and Tenant shall enter into an agreement

satisfactory to Tenant containing the following terms and conditions and such other terms and conditions as the parties shall mutually agree (the "Access Agreement"):

(i) Tenant shall provide Landlord reasonable access to the Premises for the purpose of conducting Landlord's Remedial Obligations; provided that Landlord's Remedial Obligations shall be conducted by Landlord in a manner designed to minimize unreasonable interference with any ongoing construction by Tenant and the operation of the store and its business;

(ii) Landlord shall undertake Landlord's Remedial Obligations, including, without limitation, any and all investigations, remediation and disposal of contaminated soil and/or groundwater (including any revealed during Tenant's construction) at Landlord's sole cost and expense and in accordance with Applicable Law;

(iii) Landlord shall properly repair any damage to and/or restore the Premises as a result of Landlord's Remedial Obligations, to the condition substantially similar to that condition existing prior to the performance of Landlord's Remedial Obligations, reasonable wear and tear excepted;

(iv) Landlord and its agents and contractors shall maintain insurance coverage(s) reasonably acceptable to Tenant; and

(v) all reports and studies issued in connection with the performance of Landlord's Remedial Obligations shall be addressed to, and may be relied upon by, both Landlord and Tenant.

(c) If Landlord's Remedial Obligations are identified prior to Landlord's Delivery Date, then, prior to, and as a condition precedent to Landlord's Delivery Date, the parties shall execute and deliver the Access Agreement.

(d) If Landlord shall fail to execute and deliver the Access Agreement or to perform or pay for its obligations (including Landlord's Remedial Obligations) in accordance with this Article 26 or the Access Agreement, Tenant may, at its sole option, elect to either (i) perform or pay for such obligations as Landlord's agent, including executing manifests or reports and submissions to governmental authorities in Landlord's name, or (ii) terminate this Lease by notice to Landlord. If Tenant shall elect to perform or pay for such obligations, Tenant may withhold rent to the extent of expense incurred by Tenant in performing or paying for such obligations. Tenant may also withhold rent to the extent of any damages incurred by Tenant. Tenant shall not be deemed thereby to be in breach of this Lease, and such right of withholding rent shall not be deemed the exclusive remedy of, nor an election of remedies by, Tenant.

27. QUIET ENJOYMENT. Landlord represents and covenants that, upon paying the rent and performing the terms, covenants and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy exclusive possession (subject to any third-party leases in existence as of Landlord's Delivery Date) of the Premises, all appurtenances belonging thereto, and all rights granted to Tenant by this Lease for the duration of the Term without any material hindrance or interference by Landlord or any person acting by, through or under Landlord or deriving rights through Landlord. Notwithstanding anything to the contrary in this Lease, Landlord hereby represents and covenants that promptly upon receipt of written notice from Tenant of a violation of Tenant's rights to quiet enjoyment of the Premises under this Lease, Landlord shall take all reasonable actions necessary to restore Tenant's full rights to quiet enjoyment of the Premises, as provided herein. In the event that Tenant's

full rights have not been restored within thirty (30) days following Landlord's receipt of such notice, and notwithstanding anything to the contrary in this Lease, Tenant shall be entitled to exercise any and all remedies permitted under this Lease, including under Article 19(c) pertaining to Landlord's default.

28. SUBORDINATION. Tenant agrees that its leasehold interest in the Premises will be subordinate to the lien of any mortgages now on, or hereafter to be placed on, the Premises; provided, as a condition precedent to such subordination, that each such mortgagee shall have delivered to a Tenant a non-disturbance agreement in form and substance reasonably satisfactory to all parties in which each such mortgagee shall expressly covenant, that so long as Tenant is not in default under this Lease beyond any applicable notice and cure periods, Tenant's quiet possession of the Premises shall remain undisturbed, upon the terms, covenants and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the mortgagee, and that Tenant will attorn to the mortgagee as landlord in the event of such any foreclosure ("Non-Disturbance Agreement"). Provided that Landlord complies with the requirements of this Article 28, Tenant agrees to comply with reasonable requests for execution of documentation to effect the subordination of its leasehold interest subject to and in accordance with the terms of this Article 28. Notwithstanding the foregoing, Landlord shall deliver, prior to the commencement of the Term, Non-Disturbance Agreement(s) executed by any mortgagee(s) holding a mortgage or similar encumbrance affecting the Premises as of the commencement of the Term. Tenant shall have the right to mortgage or pledge as collateral the leasehold interest created by this Lease. Landlord and Tenant further agree that if Landlord's mortgagee requires payment of a review fee prior to negotiating or executing any Non-Disturbance Agreement, then Landlord agrees to pay mortgagee such fee upon ten (10) days written request by Tenant or mortgagee.

29. BANKRUPTCY. Should Tenant make an assignment for the benefit of its creditors, or seek an order for relief or be adjudicated as bankrupt under the United States Bankruptcy Code, or file a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Applicable Law, or if a trustee, receiver or liquidator of Tenant is appointed, this shall be considered a breach by Tenant pursuant to Section 19 hereof, and Landlord, at its option, may exercise all of its rights under this Lease or at law or in equity, if permitted by Applicable Law.

30. CHANGE OF OWNERSHIP. Without limiting Tenant's rights under Article 20, Landlord shall provide Tenant written notice in the event Landlord conveys title to the Premises, or assigns Landlord's interest in this Lease to another party. Such notice shall include such party's tax identification number and shall be accompanied by documents (including a W-9 form or similar tax documents) which evidence the transfer of title or assignment of interest and the effective date thereof. After receipt of such notice, rent and other payments due and future notices to Landlord shall be given to the party designated therein and Tenant shall attorn to the new owner as substitute Landlord. Should Landlord fail to provide the required notice or documentation, Tenant may withhold rent thereafter accruing until Tenant is furnished the required notice and documentation as to the party entitled thereto. Tenant shall, within thirty (30) days of receipt of request, execute for Landlord an estoppel certificate in a reasonable form concerning the terms of this Lease, but no such request may be made of Tenant more than twice in any twelve month period.

31. NOTICES. Any notices required or permitted hereunder shall be in writing and delivered to the other party: (i) in person or by courier; (ii) by United States Certified Mail, Return Receipt, postage prepaid; or (iii) by a nationally recognized overnight courier, shipping charges prepaid with a written record of delivery (e.g.: FedEx, UPS), to the addresses set forth below or to such other addresses as

either party may designate in writing and deliver as provided in this Article 31. All notices provided via e-mail or facsimile will not constitute notice.

LANDLORD: Carpco, LLC
10644 Justin Drive
Urbandale, Iowa 50322
Attn: David Carpenter

TENANT: TAX STATEMENTS AND SUPPORT TO:

7-ELEVEN, INC.
Attn: Corporate Real Estate
P. O. Box 711
Dallas, Texas 75221-0711
Attn: Ad Valorem Tax, Store #_____

ALL OTHER COMMUNICATIONS, INCLUDING ANY NOTICES OF DEFAULT TO:
7-ELEVEN, INC.
3200 Hackberry Road
Irving, Texas 75063
Attn: Corporate Real Estate, Store #_____

32. RECORDATION. This Lease shall not be filed for public record. However, Landlord and Tenant shall execute and acknowledge a memorandum or short form lease (which will include, without limitation, and Tenant's rights under Article 11) which may be filed for record by either party at any time after the Effective Date of this Lease, setting forth the parties, description of the Premises, Initial Term, Extended Terms, right of first refusal, and any other provisions mutually agreed upon, but shall not include the amount of rent.

33. BROKER. Landlord and Tenant covenant, warrant and represent that no broker has been involved in the negotiation or consummation of this Lease. Tenant and Landlord each agrees to indemnify and hold the other harmless from and against all causes of action and liabilities arising out of a claim for a commission by any broker purporting to have acted on behalf of the indemnifying party.

34. FORCE MAJEURE. Neither party shall be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. In no event shall insufficiency of funds required to perform any term, covenant or condition of this Lease be considered to constitute force majeure.

35. HOLDOVER. Should Tenant remain in possession of the Premises after the expiration of the Term, with the exception of any entry onto the Premises pursuant to Article 15 hereof, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, at a monthly rental equal to one and one half times (1½ X) the rent payable during the last month of the Term.

36. APPLICABLE LAW. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

37. DUE AUTHORITY. Landlord and Tenant each warrant and represent, upon which warranty and representation the other party has relied in the execution of this Lease, that each party has full right and lawful authority to execute this Lease in the manner and upon the conditions and provisions herein contained, and that no consent to the execution of this Lease is required.

38. DELIVERY. Tenant's obligations under this Lease shall be conditioned upon Landlord's delivery of the Premises in accordance with the terms of this Lease, including, without limitation, the provisions of Article 26 hereof. In no event shall the Rent Commencement Date occur or the Term commence until Landlord shall have so delivered the Premises.

39. DRAFTING. Landlord and Tenant agree that this Lease has been drafted and negotiated by both parties, and neither party shall be deemed to be the draftsman for purposes of construing provisions of this Lease.

40. COMPLETE AGREEMENT. Except for the Asset Purchase Agreement, this Lease merges all prior negotiations and understandings between the parties and constitutes their complete agreement which is binding upon Landlord and the heirs, executors, administrators, successors and assigns of Landlord when executed by Landlord, and is binding upon Tenant, its successors and assigns, only if executed by a Vice President or Attorney-in-Fact of Tenant, regardless of any written or verbal representation of any agent, manager or other employee of Tenant to the contrary. This Lease may only be amended by written agreement signed by Landlord and Tenant.

41. LIENS. (a) Tenant shall at all times have the right to encumber, by mortgage or deed of trust, or other proper instrument in the nature thereof, as security for any actual bona fide debt, its leasehold estate hereby created, or any portion thereof, together with its right and interest in and to all buildings and improvements located on the Premises and its interest in any equipment located on the Premises.

(b) If a mortgagee or trustee under a deed of trust shall notify Landlord in writing that such mortgage or deed of trust has been executed and delivered by Tenant and shall furnish Landlord with the address to which said mortgagee or trustee desires copies of notices to be mailed, then Landlord hereby agrees that it will thereafter mail to such mortgagee or trustee at the address so given a duplicate copy of any and all notices in writing which Landlord may from time to time give or serve upon Tenant under and pursuant to the terms and provisions of this Lease.

(c) Such mortgagee or trustee may, at its option, at any time before the rights of Tenant shall have been forfeited to Landlord as herein provided, pay any of the rents due hereunder, or do any other act or thing required of or permitted to Tenant by the terms of this Lease, to prevent the forfeiture or termination of this Lease, and all payments so made and all things so done and performed by or for any such mortgagee or trustee shall be as effective to prevent a forfeiture of the rights of Tenant hereunder as the same would have been if done and performed by Tenant.

(d) No such mortgagee or trustee of the rights and interest of Tenant hereunder shall be or become liable to Landlord as an assignee of this Lease or otherwise unless it expressly assumes the liability of Tenant and no assumption shall be inferred from or shall be the result of foreclosure or other

appropriate proceedings in the nature thereof or shall be the result of any other action or remedy provided for by such mortgage or deed of trust.

42. CONFIDENTIAL INFORMATION. Landlord and Tenant each covenant to the other not to disclose to any third party any Confidential Information (as hereinafter defined) provided by a party hereto (the "Disclosing Party") to the other party hereto (the "Non-Disclosing Party") without the Disclosing Party's prior written consent; provided, however, Confidential Information from a Disclosing Party may be disclosed by the Non-Disclosing Party to its employees, partners, consultants and lenders who have a reasonable need for such Confidential Information, provided that such third parties agree to maintain the confidential nature of the information. "Confidential Information" includes this Lease and any and all information whether in oral, written or other form communicated by Tenant to Landlord relating to Tenant's proposed development of the Premises, including, but not limited to, architectural plans, specifications, site plans and drawings (regardless of whether or not such information is labeled "confidential"). The covenants provided in this Article 42 shall survive the expiration of the Term or the earlier termination of this Lease.

43. ELECTRONIC SIGNATURES. The parties agree that this Lease shall be deemed validly executed and delivered by a party if a party executes this Lease by manual signature or by affixing its signature hereto by means of an electronic signature tool, application or software (e.g., DocuSign).

[Remainder of page intentionally left blank. Signatures begin on next page.]

EXECUTED BY TENANT as of the Effective Date.

Attest:

7-ELEVEN, INC., a Texas corporation



Robin D. Bryant, Assistant Secretary



Grant Distel, Attorney-in-Fact

EXECUTED BY LANDLORD as of the Effective Date.

CARPCO, LLC, an Iowa limited liability company



David Carpenter, Sole Manager

- (x) **Exhibit A:** Legal Description
- (x) **Exhibit B:** Site Plan

Exhibit A

Legal Description

The real property referred to herein is situated in the County of Weld, State of Colorado, and is described as follows:

Parcel 1:

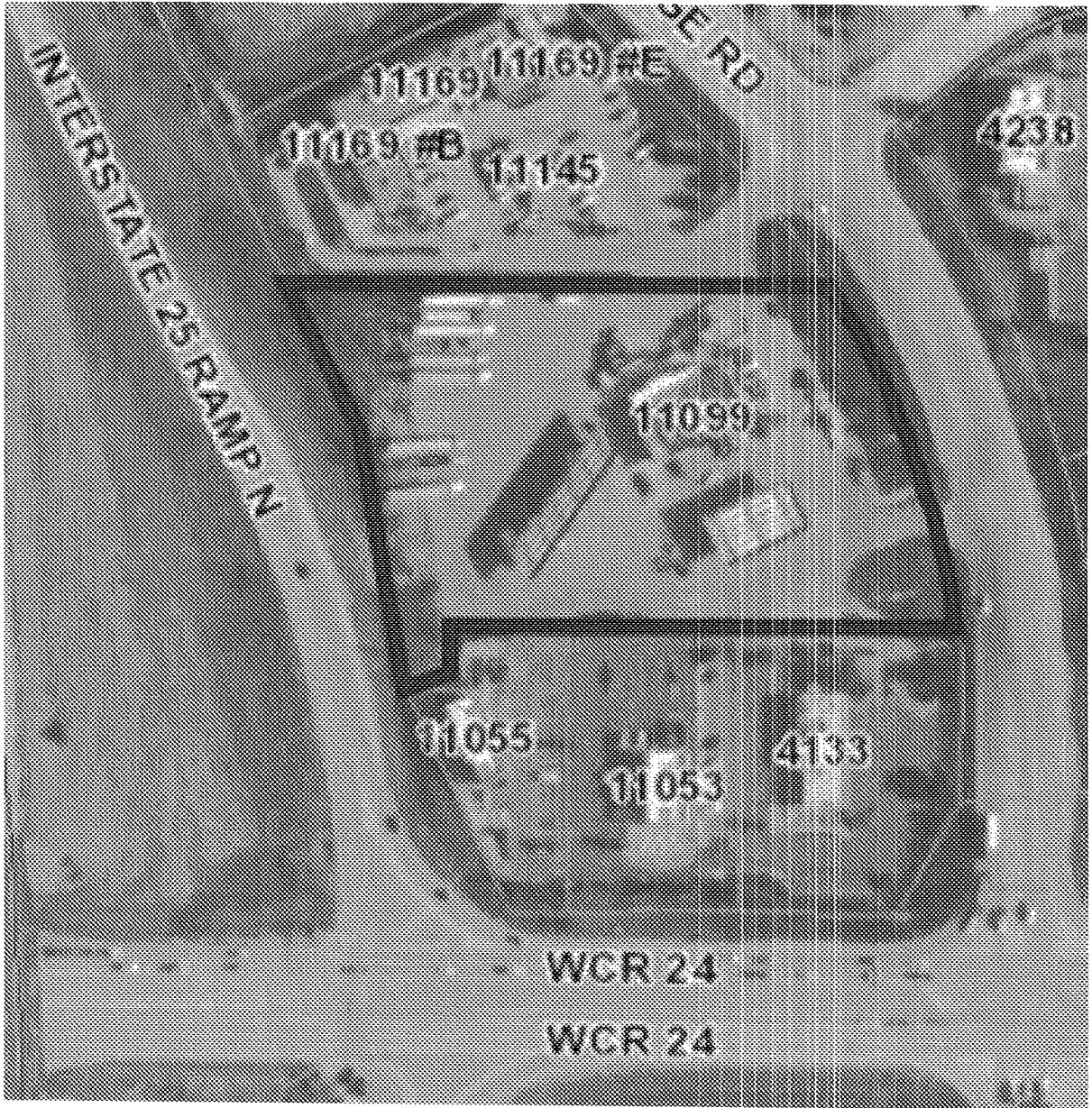
Lot 1, Kahn Second Subdivision, Town of Firestone, County of Weld, State of Colorado.

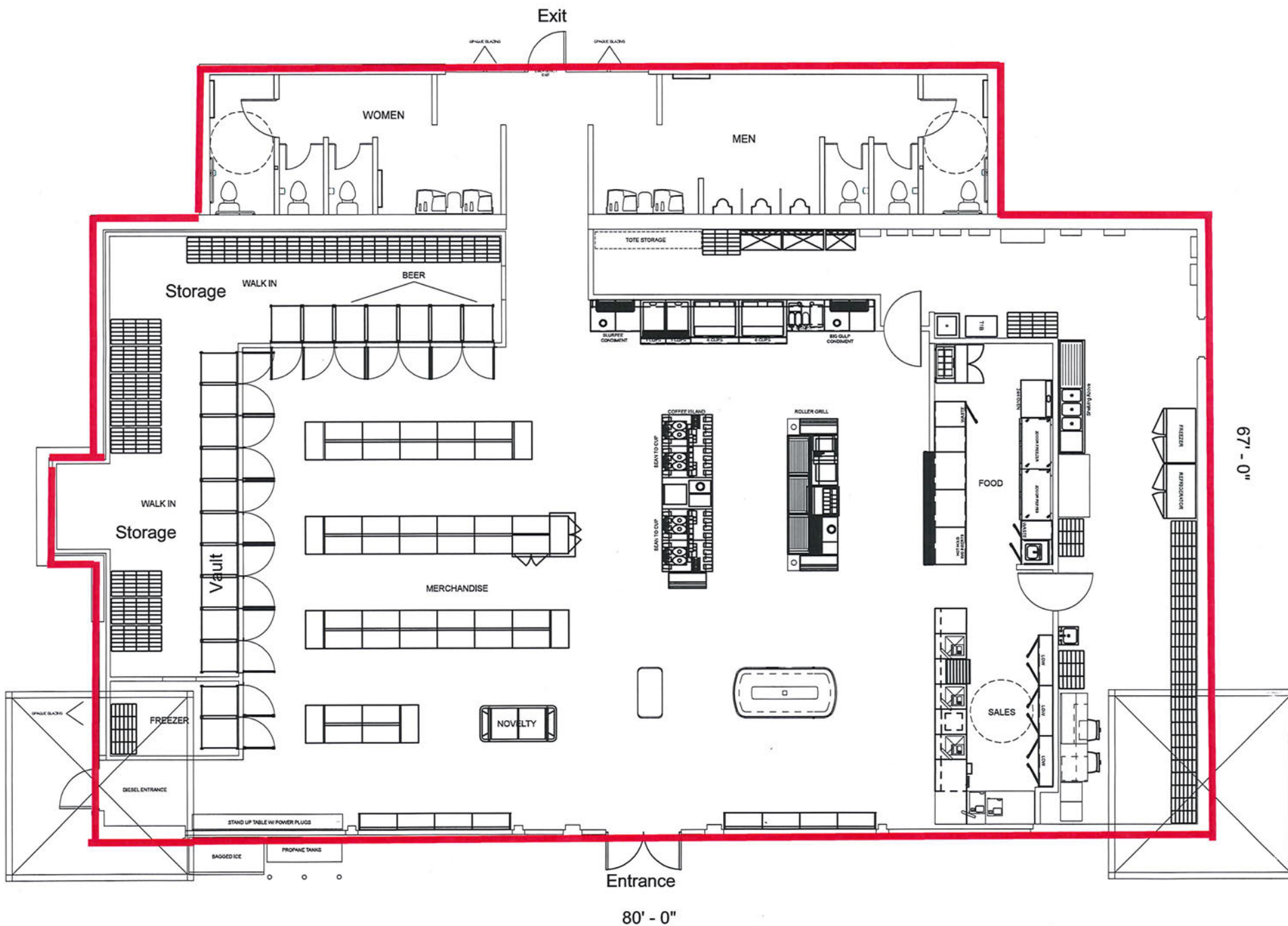
Parcel 2:

Together with a non-exclusive easement for ingress and egress for the use of a common driveway over the area depicted as a triangular shaped "access easement" on the final plat of Lot 1, Arm Petroleum Subdivision, recorded May 10, 2005 under Reception No. 3284733, as said easement is more fully defined and described in Easement Agreement recorded December 27, 2005 under Reception No. 3350132, County of Weld, State of Colorado.

Exhibit B

Site Plan





OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

7-ELEVEN, INC.

is an entity formed or registered under the law of Texas, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871057047.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 02/20/2020 that have been posted, and by documents delivered to this office
electronically through 02/21/2020 @ 11:12:51.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 02/21/2020 @ 11:12:51 in accordance with applicable law.
This certificate is assigned Confirmation Number 12100220.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

STATE OF COLORADO

DEPARTMENT OF REVENUE
Liquor Enforcement Division

Business Location

1881 Pierce Street, Suite 108A
Lakewood, Colorado 80214
Phone (303) 205-2300
FAX (303) 205-2341

E-mail: LED@dor.state.co.us

Website: www.colorado.gov/revenue/liquor



John Hickenlooper
Governor

Barbara J. Brohl
Executive Director

Don Burmania
Division Director

February 07, 2013

7-Eleven Inc
7-Eleven
PO Box 219088
Dallas TX 75221

Re: State Master File for 7-Eleven Inc
Account # 24111110000

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division ("Division") has, at your request, created a "master file" for the above-listed Licensee.

As of the date of this letter our master file includes the following items which you have submitted:

1. Individual History Records (Form DR 8404-I) for the following persons:

Joseph M. DePinto
Stanley W. Reynolds
Rankin L. Gasaway

2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1, above. All the fingerprint cards have been submitted by us to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.
3. Certificate of Authority or a Certificate of Good Corporate standing from the Colorado Secretary of State which indicates that 7-Eleven Inc is a corporation authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your application. Please feel free to provide them with this letter, as many local authorities will not require you again to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Enforcement Division.

Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

The local authority need not send change of corporate structure information previously reported to the Division, as listed in and approved by this letter.

The only documents which are needed for a new or transfer of ownership application by the Division are:

1. The approved application signed by the local authority;
2. The appropriate fees;
3. A copy of this letter;
4. Proof of possession of the premises;
5. A diagram of the licensed premises;
6. Completed form DR 8442, and an Individual History Record (DR-8404-I) if manager's registration is required.

Sincerely,

A handwritten signature in cursive script that reads "Don Burmania".

Don Burmania
Division Director

INDIVIDUAL HISTORY RECORD

to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers of a Hotel and Restaurant or a Tavern License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. **EVERY** answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Name of Business

7-Eleven, Inc.

2. Your Full Name (last, first, middle)

DePinto, Joseph Michael

3. List any other names you have used.

None

4. Mailing address (if different from residence)

same as below.

Home Telephone

5. List all residence addresses below. Include current and previous addresses for the past five years.

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 1128 Merlot Dr	Southlake TX 76092	5/2002	Present
Previous 502 Winyan Lane	Louisville, KY 40223	8/1983	5/2002

6. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
7-Eleven Inc.	2711 N. Haskell Ave, Dallas, TX 75204	CEO/President	12/05	Present
GameStop Corp.	625 Westport Pkwy. Grapevine, TX 76051	President	3/05	12/05
7-Eleven, Inc.	2711 N. Haskell Ave., Dallas, TX 75204	Vice President	3/02	3/05

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
None	N/A	N/A	N/A

8. Have you ever applied for, held, or had an interest in a State of Colorado Liquor or Beer License, or loaned money, furniture or fixtures, equipment or inventory, to any liquor or beer licensee? If yes, answer in detail. ☒ Yes ☐ No

Mr. DePinto was on previous Master File for 7-Eleven, Inc. 3-2005 to 3-2005 as corporate officer.

9. Have you ever received a violation notice suspension or revocation, for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the U.S.? If yes, explain in detail. ☐ Yes ☒ No

Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court do you have any charges pending? Include arrests for DUI and DWAI. (If yes, explain in detail.)
Yes ☐ No ☒

Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)
Yes ☐ No ☒

Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? (If yes, explain in detail.)
Yes ☐ No ☒

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law in 24-72-204 C.R.S., information provided below will be treated as CONFIDENTIAL, Colorado liquor licensing authorities require the following personal information in order to determine your suitability for licensure pursuant to 12-47-307 C.R.S.

a. Date of Birth 11-3-62	b. Social Security Number SSN [REDACTED]	c. Place of Birth Chicago, IL	d. U.S. Citizen? ☒ Yes ☐ No
e. If Naturalized, State where N/A	f. When N/A	g. Name of District Court N/A	
h. Naturalization Certificate Number N/A	i. Date of Certification N/A	j. If an Alien, Give Alien's Registration Card Number N/A	k. Permanent Residence Card Number N/A
l. Height 5'10"	m. Weight 205	n. Hair Color Brown	o. Eye Color Blue
p. Sex M	q. Race C	[REDACTED]	

Financial Information.

Total purchase price \$ N/A (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ N/A

List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases and fees paid \$ N/A No personal investment.

Provide details of investment. You must account for the sources of ALL cash (how acquired). Attach a separate sheet if needed.
Type: Cash, Services or Equipment

Type: Cash, Services or Equipment	Source: Name of Bank; Account Type and Number	Amount
N/A	N/A	N/A

Loan Information (attach copies of all notes or loans)

Name of Lender and Account Number	Address	Term	Security	Amount
N/A	N/A	N/A	N/A	N/A

15. Give name of bank where business account will be maintained; Account Name and Account Number; and the name or names of persons authorized to draw thereon

N/A

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of

Title
President & CEO

Date
2/1/06

ATTACHMENT TO INDIVIDUAL HISTORY RECORD
JOSEPH MICHAEL DEPINTO
DIRECTOR, PRESIDENT & CEO, 7-ELEVEN, INC.

QUESTION #6

Employer	Address	Position	From	To
Thornton Oil Corp.	101 Linn Station Road Louisville, KY 40223	Sr. VP & COO	9-1995	3-2002

INDIVIDUAL HISTORY RECORD

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers of a Hotel and Restaurant or a Tavern License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. **EVERY** answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Name of Business

7-Eleven, Inc.

2. Your Full Name (last, first, middle)

Reynolds, Stanley Wayne

3. List any other names you have used.

None

4. Mailing address (if different from residence)

same as below

Home Telephone

5. List all residence addresses below. Include current and previous addresses for the past five years.

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current			
429 Avalon Lane	Coppell, TX 75019	6/2002	Present
Previous			
705 Post Oak Drive	Coppell, TX 75019	1/1994	6/2002

6. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
7-Eleven, Inc.	2711 N. Haskell Ave, Dallas, TX 75204	SVP, CFO (various)	11/1997	present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
None	N/A	N/A	N/A

8. Have you ever applied for, held, or had an interest in a State of Colorado Liquor or Beer License, or loaned money, furniture or fixtures, equipment or inventory, to any liquor or beer licensee? If yes, answer in detail.

☐ Yes ☒ No

9. Have you ever received a violation notice suspension or revocation, for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the U.S.? If yes, explain in detail.

☐ Yes ☒ No

Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court do you have any charges pending? Include arrests for DUI and DWAI. (If yes, explain in detail.)
Yes ☒ No

Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)
Yes ☒ No

Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? (If yes, explain in detail.)
Yes ☒ No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law in 24-72-204 C.R.S., information provided below will be treated as CONFIDENTIAL. Colorado liquor licensing authorities require the following personal information in order to determine your suitability for licensure pursuant to 12-47-307 C.R.S.

a. Date of Birth 3/4/1965	b. Social Security Number SSN [REDACTED]	c. Place of Birth Arkadelphia, Arkansas	d. U.S. Citizen? ☒ Yes ☐ No
e. Naturalized, State where N/A		f. When N/A	g. Name of District Court N/A
h. Naturalization Certificate Number N/A		i. Date of Certification N/A	j. If an Alien, Give Alien's Registration Card Number N/A
k. Permanent Residence Card Number N/A		l. Do you have a current Driver's License? If so, give number and state ☒ Yes ☐ No 06815775 TX	
m. Height 11"	n. Weight 180	o. Hair Color Blonde	p. Eye Color Green
q. Sex M	r. Race C		

Financial Information.

Total purchase price \$ N/A (If buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ N/A

List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, book purchases and fees paid \$ N/A No personal investment.

Provide details of investment. You must account for the sources of ALL cash (how acquired). Attach a separate sheet if needed.

per Cash, Services or Equipment	Source: Name of Bank, Account Type and Number	Amount
N/A	N/A	N/A

Loan Information (attach copies of all notes or loans)

Name of Lender and Account Number	Address	Term	Security	Amount
N/A	N/A	N/A	N/A	N/A

Give name of bank where business account will be maintained; Account Name and Account Number; and the name or names of persons authorized to draw thereon

N/A

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

Signature [REDACTED]	Title Chief Financial Officer	Date 2/17/20
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INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of a Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

7-Eleven, Inc.

2. Your Full Name (last, first, middle)

Gasaway, Rankin Lee

3. List any other names you have used.

None

4. Mailing address (if different from residence)

1722 Routh St., #1000, Dallas, TX 75201

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER		CITY, STATE, ZIP		FROM	TO
Current					
6619 Dupper Court		Dallas, TX 75252		3/1998	present
Previous					

6. List all employment within the last five years, include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
7-Eleven, Inc.	1722 Routh St. #1000 Dallas, TX 75201	SVP/GC/SEC	8/12	present
7-Eleven, Inc.	1722 Routh St. #1000 Dallas, TX 75201	VP/DEP GC	2/08	8/12
7-Eleven, Inc.	1722 Routh St. #1000 Dallas, TX 75201	SR COUNSEL	12/91	2/08

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A - None	N/A	N/A	N/A

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

☐ Yes ☒ No

or do you have any charges pending? (If yes, explain in detail.)

☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)

☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

☐ Yes ☒ No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 06/18/1963		13b. Social Security Number SSN [REDACTED]		13c. Place of Birth Augusta, GA		13d. U.S. Citizen? ☒ Yes ☐ No	
13e. If Naturalized, State with None		13f. When N/A		13g. Name of District Court N/A			
13h. Naturalization Certificate Number N/A		13i. Date of Certification N/A		13j. If an Alien, Give Alien's Registration Card Number N/A		13k. Permanent Residence Card Number N/A	
13l. Height 6'0	13m. Weight 210	13n. Hair Color BROWN	13o. Eye Color BLUE	13p. Sex M	13q. Race W	13r. Do you have a [REDACTED] give number and state ☒ Yes ☐ No	

14. Financial Information.

14a. Total purchase price \$ 0.00 (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ N/A - officer change solely

14b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ 0.00 - No personal funds being invested

14c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount
None	N/A	-0-

14d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None	N/A	N/A	N/A	-0-

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized [REDACTED] VP/GC/SEC

Date 08/21/12

7-Eleven, Inc. Directors and Officers

Directors:

Toshifumi Suzuki	Chairman of the Board
Joseph M. DePinto	Director
Ryuichi Isaka	Director
Jay W. Chai	Director
Masaaki Kamata	Director
Nobutake Sato	Director

Officers:

Joseph M. DePinto	President and Chief Executive Officer
Darren M. Rebelez	Executive Vice President and Chief Operating Officer
Rankin L. Gasaway	Senior Vice President, General Counsel, Secretary
Stanley W. Reynolds	Executive Vice President and Chief Financial Officer

Officers and Directors Qualified on State-Approved Master File:

Joseph M. DePinto
Rankin L. Gasaway
Stanley W. Reynolds

United States Patent Office

896,654
Registered Aug. 11, 1970

PRINCIPAL REGISTER Service Mark

Ser. No. 323,138, filed Mar. 28, 1969

7-ELEVEN

The Southland Corporation (Texas corporation)
2828 N. Haskell Ave.
Dallas, Tex. 75221

For: RETAIL GROCERY STORE SERVICE, in
CLASS 101 (INT. CL. 35).

First use at least as early as 1944; in commerce at least
as early as 1946.

Owner of Reg. No. 718,016.

CERTIFICATE

I, Suzanne Harrison, an Assistant Secretary of 7-Eleven, Inc., a Texas corporation, do hereby certify that the attached resolution regarding beer licenses in the State of Colorado was duly passed and adopted by the Board of Directors of said corporation on July 17, 2012, effective as of August 1, 2012, and that said resolution is now in full force and effect.

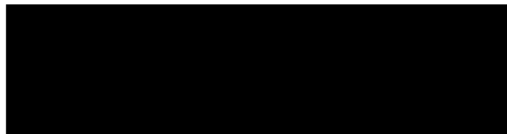
IN WITNESS WHEREOF, I have signed this Certificate this 21 day of August, 2012.



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Suzanne Harrison known to me to be the person whose name is subscribed to the foregoing instrument, acknowledging to me that the same was the act of 7-Eleven, Inc., a Texas corporation, and that (s)he executed the same as the act of such corporation for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of August, 2012.



NOTARY PUBLIC



WHEREAS, the Company holds, and operates under, a number of 3.2% beer licenses in the State of Colorado, and

WHEREAS, the Company has certain ongoing licensing and compliance related obligations pursuant to the State of Colorado Liquor Code as well as regulations promulgated pursuant thereto, and

WHEREAS, the Company had previously designated three officers and one director to be "qualified persons" of the Company with respect to the 3.2% beer licenses outstanding in the State of Colorado pursuant to the "Master File" system of the State of Colorado Liquor Enforcement Division; and

WHEREAS, one of those officers, David T. Fenton, is retiring from the Company, effective August 1, 2012; and

WHEREAS, the Company wishes to have the two remaining officers and one director, as listed below, continue as "qualified persons," and Mr. Fenton's successor, Rankin L. Gasaway, to be newly appointed as a "qualified person" with respect to the 3.2% beer licenses in the State of Colorado; by doing so, the slate of "qualified persons," effective as of August 1, 2012, will be:

- Joseph M. DePinto, Director, President and Chief Executive Officer;
- Stanley W. Reynolds, Executive Vice President and Chief Financial Officer; and
- Rankin L. Gasaway, Senior Vice President, General Counsel and Secretary.

NOW THEREFORE, the following resolutions are hereby adopted:

RESOLVED, that Joseph M. DePinto is hereby designated as the "responsible director" for the purposes of ongoing compliance and licensing matters related to the Company's 3.2% beer licenses in the State of Colorado; and

FURTHER RESOLVED, that the President and Chief Executive Officer, any Vice President (including Executive and Senior Vice Presidents), the Secretary, the Treasurer and the Controller are each hereby authorized and directed; in the name and on behalf of the Company, to do or cause to be done any and all such acts and things and to execute and deliver any and all such documents and papers as such officer may deem necessary or appropriate to carry into effect the full intent and purpose of the foregoing resolutions.

Seven and i Holdings Co., Ltd.
A Japanese publicly traded company

100%

Seven Eleven Japan Co., Ltd.
A Japanese privately held company

100%

SEJ Asset Management & Investment Company
A Delaware company

100%

7-Eleven, Inc.
a Texas corporation

Registry of Shares

7-Eleven, Inc.

(a Texas corporation)

IRS Employer Identification No.: [REDACTED]

Shareholder name	Address	Number of shares owned	Date of issuance
SEJ Asset Management & Investment Company	c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County, DE	[REDACTED]	November 9, 2005; January 1, 2010; and November 21, 2010*
TOTAL SHARES OUTSTANDING:		130,313,449	

CERTIFIED AS TRUE AND CORRECT:

[REDACTED]

10/19/2012
Date

*Of the total shares outstanding, 6,501,685 shares were issued on November 9, 2005; an additional 109,389,381 shares were issued on January 1, 2010, pursuant to the Agreement and Plan of Merger of SEJ Service LLC and SEJ Finance LLC with and into 7-Eleven, Inc.; and 14,422,383 shares were issued on November 21, 2010, pursuant to a Notice of Conversion of certain QUIDS Due 2010 in the aggregate principal amount of \$300,000,000. Record and beneficial ownership of all outstanding shares was transferred from Seven-Eleven Japan Co., Ltd. to SEJ Asset Management & Investment Company on October 19, 2012.

ACTION
BY WRITTEN CONSENT
OF
THE DIRECTORS
IN LIEU OF THE FIRST MEETING OF
THE BOARD OF DIRECTORS
OF
SEJ ASSET MANAGEMENT & INVESTMENT COMPANY
a Delaware corporation

October 19, 2012

The undersigned, being the directors of SEJ Asset Management & Investment Company, a Delaware corporation (the "Corporation"), acting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware, hereby take the following action and adopt the following resolutions by written consent in lieu of the first meeting of the board of directors (the "Board") of the Corporation:

INCORPORATION

WHEREAS, the Certificate of Incorporation of the Corporation was filed in the office of the Secretary of State of the State of Delaware on October 17, 2012 (the "Certificate of Incorporation"); and

WHEREAS, the Incorporator of the Corporation has elected the initial directors.

NOW, THEREFORE, BE IT RESOLVED, that all actions heretofore taken on behalf of the Corporation by the Incorporator be, and they hereby are, ratified and affirmed; and

RESOLVED FURTHER, that the Certificate of Incorporation in the form previously filed be, and the same hereby is, approved and adopted as the Certificate of Incorporation of the Corporation, and that a certified copy of the Certificate of Incorporation be inserted by the Secretary of the Corporation in the Book of Minutes of the Corporation (the "Minute Book").

ADOPTION OF BYLAWS

WHEREAS, it is deemed to be in the best interest of the Corporation that bylaws be adopted.

NOW, THEREFORE, BE IT RESOLVED, that bylaws in the form attached hereto as Exhibit A be, and they hereby are, adopted as the Bylaws of the Corporation; and

RESOLVED FURTHER, that the Secretary of the Corporation be, and hereby is, authorized and directed to execute and deliver a certificate as to the adoption of said Bylaws by these resolutions, to affix such certificate immediately following the last page thereof and to cause said Bylaws, together with such certificate, to be placed in the Minute Book.

ELECTION OF OFFICERS

RESOLVED, that the following persons be, and they hereby are, nominated and elected to the indicated offices of the Corporation set forth before their names below, to serve until such persons resign or are terminated or replaced by a duly authorized action of the Board:

<u>Title</u>	<u>Name</u>
President and Chief Executive Officer	Ryoji Sakai
Vice President	Kazuo Otsuka
Treasurer	Akihiko Shimizu
Secretary	Hisataka Noguchi

CHAIRMAN

RESOLVED, that Toshifumi Suzuki shall serve as the nonexecutive Chairman of the Board.

BANK ACCOUNT

WHEREAS, the opening of a bank account for the use of the Corporation is deemed advisable,

NOW, THEREFORE, BE IT RESOLVED, that the Corporation be, and it hereby is, authorized to establish bank accounts for use in its business at such times as the officers opening the same shall determine.

APPLICATION FOR TAX IDENTIFICATION NUMBER

WHEREAS, it is deemed to be in the best interests of the Corporation that the Corporation apply for and obtain any necessary Employer Identification Number from the Internal Revenue Service (the "IRS").

NOW, THEREFORE, BE IT RESOLVED, that the Authorized Officers hereby are authorized and directed to prepare and file, or cause to be prepared and filed, appropriate applications to obtain an Employer Identification Number from the IRS.

SHARES UNCERTIFICATED

WHEREAS, it is deemed to be in the best interests of the Corporation that the shares of the Corporation be uncertificated.

NOW, THEREFORE, BE IT RESOLVED, that the shares of the Corporation shall be uncertificated.

AUTHORIZATION AND ISSUANCE OF SHARES



GENERAL AUTHORIZATION; RATIFICATION

RESOLVED, that any specific resolutions that may be required to have been adopted by the Board in connection with the actions contemplated by the foregoing resolutions be, and the same hereby are, adopted, and the officers and other authorized representatives of the Corporation hereby are authorized to certify as to the adoption of any and all such resolutions;

RESOLVED FURTHER, that any acts of any officer or officers of the Corporation and any person or persons designated and authorized to act by any officer of the Corporation, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, hereby are severally ratified, confirmed, approved and adopted as the acts of the Corporation; and

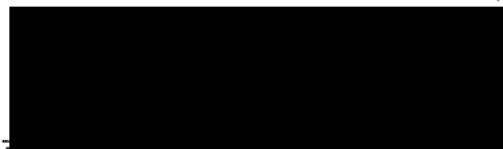
RESOLVED FURTHER, that the officers, directors and other authorized representatives of the Corporation be, and they hereby are, authorized and directed to execute and deliver all documents and to take all such actions as they may deem necessary, advisable or appropriate in order to carry out the purposes of these resolutions.

[The remainder of this page has been intentionally left blank.]

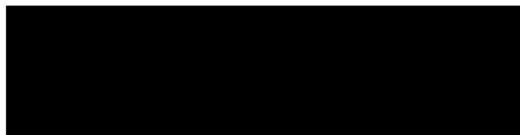
IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date first written above.



Name: FUSHIMIZU SUZUKI



Name: RYOJI SAKAI



Name: Masaaki Kamata



Name: Takashi Hira



Name: AKIHiko Shimizu

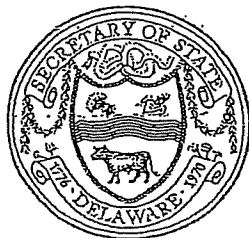
Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "SEJ ASSET MANAGEMENT & INVESTMENT COMPANY", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF OCTOBER, A.D. 2012, AT 9:25 O'CLOCK A.M.

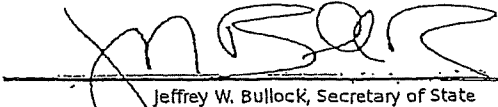
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



5228796 8100

121136653

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9921837

DATE: 10-17-12

CERTIFICATE OF INCORPORATION

OF

SEJ ASSET MANAGEMENT & INVESTMENT COMPANY

ARTICLE I
NAME OF CORPORATION

The name of the Corporation (the "Corporation") is:

SEJ Asset Management & Investment Company

ARTICLE II
REGISTERED OFFICE

The address of the registered office of the Corporation in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County, and the name of its registered agent at that address is The Corporation Trust Company.

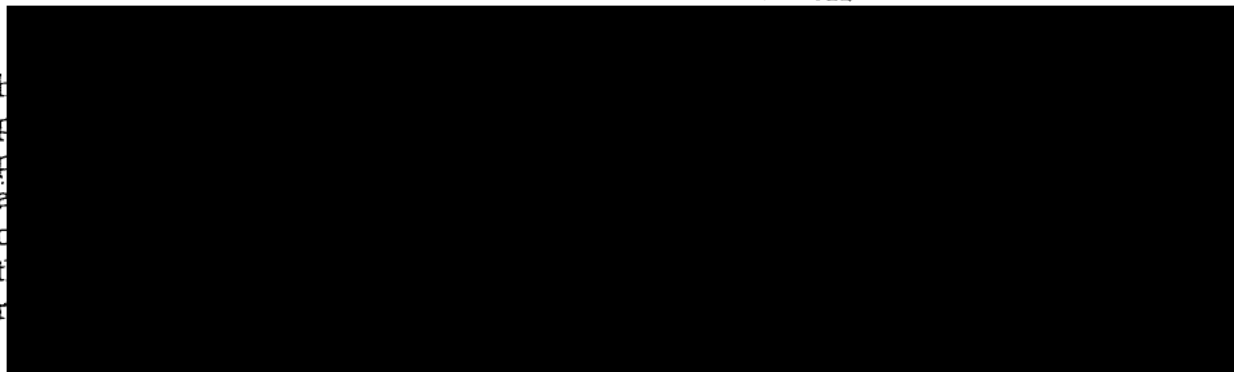
ARTICLE III
PURPOSE

The purpose of the Corporation is the:

A. Maintenance and management of intangible investments (including, but not limited to, stocks, bonds, notes, and other debt obligations, patents, patent applications, trademarks, trade name, and similar types of intangible assets), the collection and distribution of the income from such investments, and the sale of such investments; and

B. Maintenance and management (including lease) or real and tangible personal property physically located outside the state of Delaware, the collection and distribution of the income from such investments, and the sale of such property.

ARTICLE IV
AUTHORIZED CAPITAL STOCK



the Corporation entitled to vote generally, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware (the "GCL") or any successor provision.

B. Each share of Preferred Stock shall, except as required under the GCL, be nonvoting, shall have the right to receive dividends and distributions other than in liquidation on a pari passu basis with each share of Common Stock and, in liquidation, each share of Preferred Stock shall have the right to receive [REDACTED] or to any amounts being payable on account of the Common Stock and, after such liquidation preference has been paid, to share on a pari passu basis with each share of Common Stock in any amounts remaining to be distributed in liquidation.

ARTICLE V BOARD POWER REGARDING BYLAWS

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the bylaws of the Corporation.

ARTICLE VI ELECTION OF DIRECTORS

Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

ARTICLE VII LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

ARTICLE VIII CORPORATE POWER

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

ARTICLE IX PERPETUAL EXISTENCE

The Corporation is to have perpetual existence.

ARTICLE X
INCORPORATOR

The name and mailing address of the incorporator of the Corporation is:

Sasha Friedman
c/o Gibson, Dunn & Crutcher
200 Park Avenue, 48th Floor
New York, New York 10166

[The remainder of this page has been intentionally left blank.]

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of incorporating and organizing a corporation under the GCL, does make and file this Certificate of Incorporation.

Dated: October 17, 2012

By: /s/ Sasha Friedman

Name: Sasha Friedman

Title: Incorporator

UNANIMOUS CONSENT
OF THE BOARD OF DIRECTORS
OF 7-ELEVEN, INC.

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, the undersigned, being all of the members of the Board of Directors of 7-Eleven, Inc., a Texas corporation (the "Company" or "SEI"), waiving all call and notice of a meeting of the Board of Directors of the Company, hereby adopt the following resolutions without the holding of a meeting, such resolutions to have the same force and effect as if they had been adopted at a duly called and held meeting of the Board of Directors of the Company, and direct that a copy thereof be filed with the minutes of the proceedings of the Board of Directors of the Company:

WHEREAS, the Company holds, and operates under a number of 3.2% beer licenses in the State of Colorado, and

WHEREAS, the Company has certain ongoing licensing and compliance related obligations pursuant to the State of Colorado Liquor Code as well as regulations promulgated pursuant thereto, and

WHEREAS, the Company had previously designated five officers and directors to be "qualified persons" of the Company with respect to the 3.2% beer licenses outstanding in the State of Colorado pursuant to the "Master File" system of the State of Colorado Liquor Enforcement Division; and

WHEREAS, two of those five officers and directors have resigned from the Company: Kazuo Otsuka as of December 31, 2007; and Shiro Ozeki as of July 5, 2010; and

WHEREAS, the Company wishes to have the other three officers and directors, as listed below, remain as "qualified persons" of the Company with respect to the 3.2% beer licenses in the State of Colorado:

- Joseph M. DePinto, Director, President and Chief Executive Officer;
- Stanley W. Reynolds, Executive Vice President and Chief Financial Officer;
- and
- David T. Fenton, Senior Vice President, General Counsel and Secretary.

NOW THEREFORE, the following resolutions are hereby adopted:

RESOLVED, that Joseph M. DePinto is hereby designated as the "responsible director" for the purposes of ongoing compliance and licensing matters related to the Company's 3.2% beer licenses in the State of Colorado; and

FURTHER RESOLVED, that the President and Chief Executive Officer, any Vice President (including Executive and Senior Vice Presidents), the Secretary, the Treasurer and the Controller are each hereby authorized and directed, in the name and on behalf of the Company, to do or cause to be done any and all such acts and things and to execute and deliver any and all such documents and papers as such officer may deem necessary or appropriate to carry into effect the full intent and purpose of the foregoing resolutions.

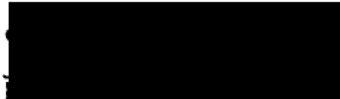
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent, and the actions contemplated hereunder, shall be deemed approved by the Board as of the 8th day of November, 2010, and effective upon approval by the State of Colorado Liquor Enforcement Division.



Toshifumi Suzuki



Masaaki Kamata



Jay W. Chai

Joseph M. DePinto

FURTHER RESOLVED, that the President and Chief Executive Officer, any Vice President (including Executive and Senior Vice Presidents), the Secretary, the Treasurer and the Controller are each hereby authorized and directed, in the name and on behalf of the Company, to do or cause to be done any and all such acts and things and to execute and deliver any and all such documents and papers as such officer may deem necessary or appropriate to carry into effect the full intent and purpose of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent, and the actions contemplated hereunder, shall be deemed approved by the Board as of the 8th day of November, 2010, and effective upon approval by the State of Colorado Liquor Enforcement Division.



Masaki Kamata

Nobutake Sato

Joseph M. DePinto

FURTHER RESOLVED, that the President and Chief Executive Officer, any Vice President (including Executive and Senior Vice Presidents), the Secretary, the Treasurer and the Controller are each hereby authorized and directed, in the name and on behalf of the Company, to do or cause to be done any and all such acts and things and to execute and deliver any and all such documents and papers as such officer may deem necessary or appropriate to carry into effect the full intent and purpose of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent, and the actions contemplated hereunder, shall be deemed approved by the Board as of the 8th day of November, 2010, and effective upon approval by the State of Colorado Liquor Enforcement Division:

Toshifumi Suzuki

Masaaki Kamata

Jay W. Chai

Nobutake Sato

[REDACTED]

UNANIMOUS CONSENT
OF THE BOARD OF DIRECTORS
OF 7-ELEVEN, INC.

Pursuant to the provisions of Article 9.10(B) of the Texas Business Corporation Act, the undersigned, being all of the members of the Board of Directors of 7-Eleven, Inc., a Texas corporation ("SEI"), waiving all call and notice of a meeting of SEI's Board of Directors, hereby adopt the following resolutions without the holding of a meeting, such resolutions to have the same force and effect as if they had been adopted at a duly called and held meeting of SEI's Board of Directors, and direct that a copy thereof be filed with the minutes of the proceedings of SEI's Board of Directors:

Merger of SEJ Service LLC and SEJ Finance LLC with and into SEI

WHEREAS, it is proposed that, pursuant to that certain Agreement and Plan of Merger by and among SEJ Service LLC, a Delaware limited liability company ("*SEJ Service*"), SEJ Finance LLC, a Delaware limited liability company ("*SEJ Finance*" and together with SEJ Service, the "*Merged Entities*"), and SEI, in substantially the form attached hereto as Exhibit A (the "*Merger Agreement*"), each of the Merged Entities be merged with and into SEI, with SEI to be the surviving entity in the merger (the "*Merger*"); and

WHEREAS, to effect the Merger, it is proposed that SEI and the Merged Entities file Articles of Merger, substantially in the form attached hereto as Exhibit B, with the Secretary of State of the State of Texas (the "*Articles of Merger*") and a Certificate of Merger, substantially in the form attached hereto as Exhibit C, with the Secretary of State of the State of Delaware (the "*Certificate of Merger*"); and

WHEREAS, the Board believes that the Merger is in the best interest of SEI;

NOW, THEREFORE, BE IT RESOLVED, that the Merger is hereby approved in all respects, subject to the terms and conditions set forth in the Merger Agreement; and

FURTHER RESOLVED, that the form, terms and provisions of the Merger Agreement, the Articles of Merger and the Certificate of Merger (collectively, the "Merger Documents") are hereby approved in all respects; and

FURTHER RESOLVED, that the Merger Documents be submitted to the shareholders of SEI for approval with the recommendation from the Board that the shareholders of SEI approve the Merger Documents; and

FURTHER RESOLVED, that upon the satisfaction of all conditions stated in the Merger Agreement (except as may be waived in the discretion of the officers of SEI) and upon approval of the Merger Documents by the shareholders of SEI, the officers of SEI, acting alone or together, are hereby authorized to execute the Merger Agreement and to execute and file the Articles of Merger and the Certificate of Merger in accordance with the requirements of law, and to cause the Merger to become effective, all without further action by the Board; and

FURTHER RESOLVED, that the officers of SEI, acting alone or together, are hereby authorized, empowered and directed to execute and deliver, in the name of and on behalf of SEI, any amendments to the Merger Documents and any other documents as are provided for in the Merger Agreement or otherwise related to the transactions contemplated thereby, as any such officer may approve (such approval to be conclusively evidenced by the execution and delivery of such amendments by such officer); and

FURTHER RESOLVED, that the officers of SEI, acting alone or together, are hereby authorized, empowered and directed, in the name and on behalf of SEI, to take such additional actions as any such officer may deem necessary, appropriate or convenient to carry out and put into effect the purposes of the Merger and the transactions contemplated by the Merger Agreement.

Ratification and Approval of Further Action

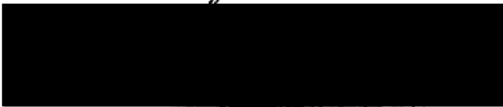
RESOLVED, that all actions of any kind heretofore taken by any officer of SEI in connection with the transactions contemplated by the foregoing resolutions are hereby ratified, confirmed and approved in all respects; and

FURTHER RESOLVED, that the officers of SEI, acting alone or together, are hereby authorized and directed to take such further actions and to enter into, execute and deliver such other agreements and instruments as any such officer may deem necessary or advisable in order to effect the intent of the foregoing resolutions.

This Unanimous Consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent as of the 24th day of November, 2009, and unless otherwise specified herein, any actions contemplated under this Unanimous Consent will be deemed effective as of that date.


Toshifumi Suzuki


Masaaki Kamata


Jay W. Chai


Nobutake Sato


Joseph M. DePinto

This Unanimous Consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent as of the 24th day of November, 2009, and unless otherwise specified herein, any actions contemplated under this Unanimous Consent will be deemed effective as of that date.


Masaaki Kamata


Nobutake Sato


Jay W. Chai


Joseph M. DePinto

This Unanimous Consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent as of the 24th day of November, 2009, and unless otherwise specified herein, any actions contemplated under this Unanimous Consent will be deemed effective as of that date.

Toshifumi Suzuki

Masaaki Kamata

Jay W. Chai

Nobutake Sato



Joseph M. DePinto

EXHIBIT A
Merger Agreement

AGREEMENT AND PLAN OF MERGER
OF
SEJ SERVICE LLC AND SEJ FINANCE LLC
WITH AND INTO
7-ELEVEN, INC.

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") dated effective as of November 24, 2009, is entered into by and among SEJ Service LLC, a Delaware limited liability company ("*SEJ Service*"), SEJ Finance LLC, a Delaware limited liability company ("*SEJ Finance*"), and 7-Eleven, Inc., a Texas corporation ("*7-Eleven*" and collectively with SEJ Service and SEJ Finance, the "*Parties*").

WHEREAS, it is proposed that both SEJ Service and SEJ Finance merge with and into 7-Eleven upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware and the State of Texas (the "*Merger*"); and

WHEREAS, Seven-Eleven Japan Co., Ltd., a Japanese corporation ("*SEJ*") is the Sole Member of SEJ Service ("*SEJ Service Sole Member*"); and

WHEREAS, SEJ is the Sole Member of SEJ Finance ("*SEJ Finance Sole Member*"); and

WHEREAS, the SEJ Service Sole Member and the Board of Managers of SEJ Service have approved this Agreement and the Merger; and

WHEREAS, the SEJ Finance Sole Member and the Board of Managers of SEJ Finance have approved this Agreement and the Merger; and

WHEREAS, 7-Eleven's Shareholders and the Board of Directors of have approved this Agreement and the Merger; and

WHEREAS, upon execution hereof, this Agreement will be approved by SEJ Service, SEJ Finance and 7-Eleven as the plan of merger required by Section 18-209(b) of the Delaware Limited Liability Company Act ("*DLLA*") and Article 5.01 of the Texas Business Corporation Act ("*TBCA*"); respectively;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

SECTION I

Effect of the Merger; Manner and Bases of Converting and Cancelling Interests

A. At the Effective Time (as defined below), each of SEJ Service and SEJ Finance shall be merged with and into 7-Eleven, the separate organizational existence of each of SEJ Service and SEJ Finance (except as may be continued by operation of law) shall cease, and 7-Eleven shall continue as the surviving entity, all with the effects provided by applicable law. 7-Eleven, in its capacity as the surviving entity of the Merger, is sometimes referred to herein as the "*Surviving Entity*." SEJ Service and SEJ Finance, in their respective capacity as the merged entities, are sometimes referred to herein as the "*Merged Entities*."

B. At the Effective Time, by virtue of the Merger and without any further action by (a) the Parties, (b) their respective Board of Managers or Board of Directors, (c) Members or Shareholders or (d) any other person:

(1) The membership interests of SEJ Service shall be cancelled and converted into the right of the SEJ Service Sole Member to receive [REDACTED] aggregate shares of Common Stock, [REDACTED] of 7-Eleven ("*7-Eleven Common Stock*");

(2) The membership interests of SEJ Finance shall be cancelled and converted into the right of the SEJ Finance Sole Member to receive [REDACTED] aggregate shares of 7-Eleven Common Stock;

(3) Each share of 7-Eleven Common Stock owned by each of SEJ Service and SEJ Finance shall automatically be canceled, retired and cease to exist without any conversion thereof and no payment shall be made with respect thereto; and

(4) The shares of 7-Eleven Common Stock issued and outstanding immediately prior to the Effective Time, other than those owned by SEJ Service or SEJ Finance, shall remain outstanding and otherwise unaffected.

C. At the Effective Time, the Surviving Entity shall possess, enjoy and succeed to, without other transfer, all the rights, privileges, immunities, powers and franchises of each of the Merged Entities, both of a public and a private nature, and shall be subject to all the restrictions, limitations and duties of each of the Merged Entities. The Surviving Entity shall thereafter be responsible and liable for all liabilities and obligations of each of the Merged Entities and any claim existing or action or proceeding pending by or against each of the Merged Entities may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Entity may be proceeded against or substituted in place of the Merged Entities. Neither the rights of creditors nor any liens or security interests upon the property of the Surviving Entity or either of the Merged Entities shall be impaired by the Merger.

D. All corporate acts, plans, policies, resolutions, approvals and authorizations of the Managers, Members, officers and agents of the Merged Entities that were valid and effective immediately prior to the Merger shall be taken for all purposes as the acts, plans, policies,

resolutions, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merged Entities.

E. The assets and liabilities of each of the Merged Entities, as of the Effective Time of the Merger, shall be taken upon the books of the Surviving Entity at the amounts at which they are carried at that time on the books of the Merged Entities. The amount of the capital surplus and earned surplus accounts of the Surviving Entity after the Merger shall be determined by the Board of Directors of the Surviving Entity in accordance with generally accepted accounting principles.

SECTION II

Effective Time

A. Provided that this Agreement has not been terminated and abandoned pursuant to Section IV hereof, the Surviving Entity and the Merged Entities shall cause a Certificate of Merger to be executed, acknowledged and delivered to the Secretary of State of the State of Delaware and Articles of Merger to be executed, acknowledged and delivered to the Secretary of State of the State of Texas, as provided by the DLLA and the TBCA, respectively.

B. The Merger shall become effective as of 11:59 p.m., Eastern Standard Time, on December 31, 2009 (the "*Effective Time*").

SECTION III

Articles of Incorporation, Bylaws, Directors and Officers

A. The Articles of Incorporation of 7-Eleven in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Entity.

B. The Bylaws of 7-Eleven as in effect at the Effective Time shall be the Bylaws of the Surviving Entity.

C. The members of the Board of Directors and the officers of 7-Eleven holding office immediately prior to the Effective Time shall be the members of the Board of Directors and the officers of the Surviving Entity following the Merger (holding the same positions as they held with 7-Eleven immediately prior to the Effective Time), and shall hold such positions until the expiration of their current terms, or their prior resignation, removal or death.

SECTION IV

Amendment or Abandonment

A. The Merged Entities and 7-Eleven, by mutual consent of their respective Board of Managers or Board of Directors, as the case may be, may amend, modify or supplement this Agreement in any manner as may be agreed upon by them in writing.

B. This Agreement may be terminated and the Merger may be abandoned for any reason by a resolution adopted by either of the Merged Entities Board of Managers, or the Board of Directors of 7-Eleven at any time prior to the Effective Time. In the event of the termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability hereunder on the part of any party hereto or its respective officers or agents, except liability for intentional breach or misrepresentation or common law fraud.

SECTION V

Miscellaneous

A. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

B. This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be executed by duly authorized officers as of the date first written above.

SEJ SERVICE LLC, a Delaware limited liability company

By: /s/ Kazuo Otsuka
Kazuo Otsuka
President and Board of Managers

SEJ FINANCE LLC, a Delaware limited liability company

By: /s/ Shiro Ozeki
Shiro Ozeki.
President and Board of Managers

7-ELEVEN, INC., a Texas corporation

By: /s/ Joseph M. DePinto
Joseph M. DePinto
President and CEO

EXHIBIT B
Articles of Merger

CERTIFICATE OF MERGER
MERGING

SEJ SERVICE LLC
(a Delaware limited liability company)
AND
SEJ FINANCE LLC
(a Delaware limited liability company)

WITH AND INTO

7-ELEVEN, INC.
(a Texas corporation)

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, 7-Eleven, Inc., a Texas corporation, does hereby certify that:

FIRST: The name, type of entity and jurisdiction of formation of each of the constituent entities are as follows:

<u>Name</u>	<u>Type of Entity</u>	<u>Jurisdiction of Formation</u>
SEJ Service LLC	Limited Liability Company	Delaware
SEJ Finance LLC	Limited Liability Company	Delaware
7-Eleven, Inc.	Corporation	Texas

SECOND: An Agreement and Plan of Merger ("*Merger Agreement*") has been approved and executed by each of the constituent entities.

THIRD: The name of the surviving corporation of the merger is 7-Eleven, Inc., a Texas corporation.

FOURTH: The executed Merger Agreement is on file at a place of business of the surviving corporation at One Arts Plaza, 1722 Routh Street, Suite 1000, Dallas, Texas 75201.

FIFTH: A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any shareholder of the surviving corporation or any member of either of the merging limited liability companies.

SIXTH: The surviving entity consents to be sued and served with process, notices and demands in the State of Delaware, and irrevocably appoints the Delaware Secretary of State as its agent to accept service of such process; in any action, suit or proceeding in Delaware for the enforcement of any obligation of either of the merging limited liability companies. A copy of any such process may be mailed to the office of the surviving corporation at One Arts Plaza, 1722 Routh Street, Suite 1000, Dallas, Texas 75201.

SEVENTH: The merger is to become effective at 11:59 p.m., Eastern Standard Time, on December 31, 2009 (the "*Effective Time*").

IN WITNESS WHEREOF, 7-Eleven, Inc., the surviving corporation, has caused this Certificate of Merger to be executed by an authorized officer as of November 24, 2009, to be effective as of the Effective Time.

7-ELEVEN, INC.

By: /s/ Joseph M. DePinto

Joseph M. DePinto
President and CEO

ARTICLES OF MERGER

OF

SEJ SERVICE LLC
(a Delaware limited liability company)
AND
SEJ FINANCE LLC
(a Delaware limited liability company)

WITH AND INTO

7-ELEVEN, INC.
(a Texas corporation)

Pursuant to the provisions of the Texas Business Corporation Act ("*TBCA*"), the undersigned foreign limited liability companies and domestic corporation do hereby adopt the following Articles of Merger for the purpose of effecting a merger in accordance with Article 5.01 of the *TBCA*:

1. The names of the constituent business entities are (a) SEJ Service LLC, a Delaware limited liability company ("*SEJ Service*"), (b) SEJ Finance LLC, a Delaware limited liability company ("*SEJ Finance*," and collectively with SEJ Service, the "*Merging Entities*"), and (c) 7-Eleven, Inc., a Texas corporation (the "*Surviving Corporation*").
2. An Agreement and Plan of Merger for merging Merging Entities with and into Surviving Corporation (the "*Merger Agreement*") has been approved by the respective board of managers, boards of directors, members and shareholders, as applicable, of the constituent business entities.
3. An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at One Arts Plaza, 1722 Routh Street, Suite 1000, Dallas, Texas 75201, and a copy of the Merger Agreement will be made available to any member or shareholder, as applicable, of the constituent business entities upon written request at no charge.
4. A written consent of all of the shareholders of the Surviving Corporation approving the Merger Agreement was executed in accordance with *TBCA* Article 9.10(A)(6) and all required written notices of such action by written consent has been given as required by the *TBCA* and the bylaws of the Surviving Corporation.
5. The approval of the Merger Agreement by the members of the Merging Entities and the shareholders of Surviving Corporation was obtained by written consent, in accordance with the

Delaware Limited Liability Company Act (the "DLLCA") and the TBCA, respectively, and any written notice required by either the DLLCA or the TBCA or the constituent documents of either of the Merging Entities or the Surviving Corporation has been given or waived by such members or shareholders. Furthermore, approval of the Merger Agreement was duly authorized by all action required by the DLLCA or the TBCA, respectively.

6. Surviving Corporation will continue to exist under the legal name "7-Eleven, Inc." pursuant to its existing Amended and Restated Articles of Incorporation and the provisions of the laws of the State of Texas. No amendments to the Amended and Restated Articles of Incorporation of Surviving Corporation are effected hereby.

7. Surviving Corporation will be responsible for the payment of all fees and franchise taxes, if any, of Merging Entities and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

8. The Merger herein provided for shall be effective at 11:59 P.M., Eastern Standard Time, on December 31, 2009.

IN WITNESS WHEREOF, Merging Entities and Surviving Corporation have caused these Articles of Merger to be executed by duly authorized officers as of November 24, 2009.

SEJ SERVICE LLC

By: /s/ Kazuo Otsuka
Kazuo Otsuka
President and Board of Managers

SEJ FINANCE LLC

By: /s/ Shiro Ozeki
Shiro Ozeki
President and Board of Managers

7-ELEVEN, INC.

By: /s/ Joseph M. DePinto
Joseph M. DePinto
President and CEO

EXHIBIT C

Certificate of Merger



Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached articles of merger of

IYG HOLDING COMPANY
Foreign Business Corporation
Delaware, USA
[Entity not of Record, Filing Number Not Available]

Into

7-BLEVEN, INC.
Domestic Business Corporation
[Filing Number: 17909000]

have been filed in this office as of the date of this certificate.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate of merger.

Dated: 11/09/2005 ✓

Effective: 11/09/2005 @ 2:00 p.m.



Roger Williams
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

NOV 09 2005

Corporations Section

ARTICLES OF MERGER
MERGING.

IYG HOLDING COMPANY
(a Delaware corporation)

WITH AND INTO

7-ELEVEN, INC.
(a Texas corporation)

In accordance with the provisions of Article 5.16 of the Texas Business Corporation Act (the "TBCA"), IYG Holding Company, a Delaware corporation ("Parent"), hereby adopts the following Articles of Merger for the purpose of effecting the merger (the "Merger") of Parent with and into 7-Eleven, Inc., a Texas corporation at least [REDACTED] owned by Parent (the "Company"), with the Company continuing in existence following the Merger as the surviving corporation:

1. The name, type of entity and state of organization of each of the constituent entities that are to merge are as follows:

<u>Name of Entity</u>	<u>Parent/Subsidiary</u>	<u>Type of Entity</u>	<u>State of Organization</u>
IYG Holding Company	Parent	Corporation	Delaware
7-Eleven, Inc.	Subsidiary	Corporation	Texas

2. The number of outstanding shares of each class or series of capital stock of the Company and the number of shares in each class owned by Parent are as follows:

<u>Number of Outstanding Shares</u>	<u>Class</u>	<u>Number of Outstanding Shares Owned by Parent</u>
[REDACTED]	[REDACTED]	[REDACTED]

3. The shares owned by Parent represent 90.5% of all outstanding shares of Common Stock, which is the only class or series of shares of the Company outstanding.

4. Attached hereto as Exhibit A is a true and correct copy of resolutions of the Board of Directors of Parent providing for the merger of Parent with and into the Company, with the Company being the sole surviving corporation. Such resolutions were adopted and approved in accordance with the constituent documents of Parent and the laws of the jurisdiction of organization of Parent on November 9, 2005.

5. The Merger shall become effective on Wednesday, November 9, 2005 at 2:00 p.m. Central Standard Time.

IN WITNESS WHEREOF, the undersigned has duly executed these Articles of
Merger as of the 9th day of November, 2005.

IYG HOLDING COMPANY
(a Delaware corporation)

By: Nobutake Sato
Name: Nobutake Sato
Title: Vice President and Director

EXHIBIT A

RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
IYG HOLDING COMPANY

RESOLVED, that IYG Holding Company ("IYGH") merge (the "Merger") with and into 7-Eleven, Inc. (the "Company") in accordance with the Delaware General Corporation Law (the "DGCL") and the Texas Business Corporation Act (the "TBCA");

RESOLVED, that the Merger shall be consummated by the filing of a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware and Articles of Merger with the Secretary of State of the State of Texas;

RESOLVED, that the Merger shall become effective on Wednesday, November 9, 2005 at 2:00 p.m. Central Standard Time (the "Effective Time") in accordance with the provisions of Section 103 of the DGCL and Article 10.03 of the TBCA.

RESOLVED, that, at the Effective Time, IYGH will be merged with and into the Company, the separate existence of IYGH will cease, and the Company will be the surviving corporation (the "Surviving Corporation") and the Surviving Corporation, without further action, will possess all the rights, privileges, powers and franchises, public and private, of both the Company and IYGH and will be subject to all the debts, liabilities, obligations, restrictions, disabilities and duties of both the Company and IYGH;

RESOLVED, that the articles of incorporation of the Company in effect immediately prior to the Effective Time will be the articles of incorporation of the Surviving Corporation as of the Effective Time until amended in accordance with applicable law;

RESOLVED, that the bylaws of the Company in effect immediately prior to the Effective Time will be the bylaws of the Surviving Corporation as of the Effective Time until amended in accordance with applicable law;

RESOLVED, that, from and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, the directors of IYGH immediately prior to the Effective Time will be the directors of the Surviving Corporation, and the officers of the Company immediately prior to the Effective Time will be the officers of the Surviving Corporation;

RESOLVED, that, at the Effective Time, each share of the common stock, par value [REDACTED] per share, of IYGH which is issued and outstanding immediately prior to the Effective Time will be converted into [REDACTED] shares of common stock, par value [REDACTED] per share, of the Surviving Corporation;

RESOLVED, that, at the Effective Time, each share of common stock, par value [REDACTED] per share, of the Company ("Common Stock") issued and outstanding immediately prior to the Effective Time (other than any share of Common Stock held by the Company as a treasury share, held by any wholly-owned subsidiary of the Company or held by IYGH or Seven-Eleven

Japan Co., Ltd. ("Parent") immediately prior to the Effective Time) will be retired, cancelled and converted, by virtue of the Merger and without any action on the part of the holder thereof, into the right to receive, without interest, an amount in cash equal to [REDACTED] per share (the "Consideration"), and each such holder of a certificate representing any shares of Common Stock immediately prior to the Effective Time (a "Stock Certificate") will thereafter cease to have any rights with respect thereto except the right to receive (i) the Consideration therefor upon the proper surrender of the Stock Certificate or (ii) payment from the Surviving Corporation of the "fair value" of such shares of Common Stock as determined under Article 5.12 of the TBCA, subject to the conditions set forth therein;

RESOLVED, that, at the Effective Time, each share of Common Stock held by the Company as a treasury share or held by IYGH shall be cancelled;

RESOLVED, that, at the Effective Time, each share of Common Stock held by Parent or any wholly-owned subsidiary of the Company, if any, immediately prior to the Effective Time shall remain outstanding and shall not be cancelled;

RESOLVED, that, as of the Effective Time, each outstanding option to purchase Common Stock granted under the Company's 1995 Stock Incentive Plan and 2005 Stock Incentive Plan (a "Company Stock Option") shall be canceled and extinguished and each holder of any such Company Stock Option shall be paid by the Company an amount equal to the product of (i) the excess, if any, of [REDACTED] over the applicable exercise price for such Company Stock Option and (ii) the number of shares of Common Stock such holder could have purchased (assuming full vesting of such Company Stock Option) had such holder exercised such Company Stock Option in full immediately prior to the Effective Time, less any applicable withholding requirements;

RESOLVED, that, as of the Effective Time, each outstanding performance share unit granted under the Company's 1995 Stock Incentive Plan (a "Performance Share Unit") shall be canceled and extinguished and each holder of any such Performance Share Unit shall be paid by the Company an amount equal to the Consideration, less any applicable withholding requirements;

RESOLVED, that, as of the Effective Time, each outstanding share of restricted stock granted under the Company's 1995 Stock Incentive Plan or 2005 Stock Incentive Plan (a "Restricted Share") shall be canceled and extinguished and each holder of any such Restricted Share shall be paid by the Company an amount equal to the Consideration, less any applicable withholding requirements;

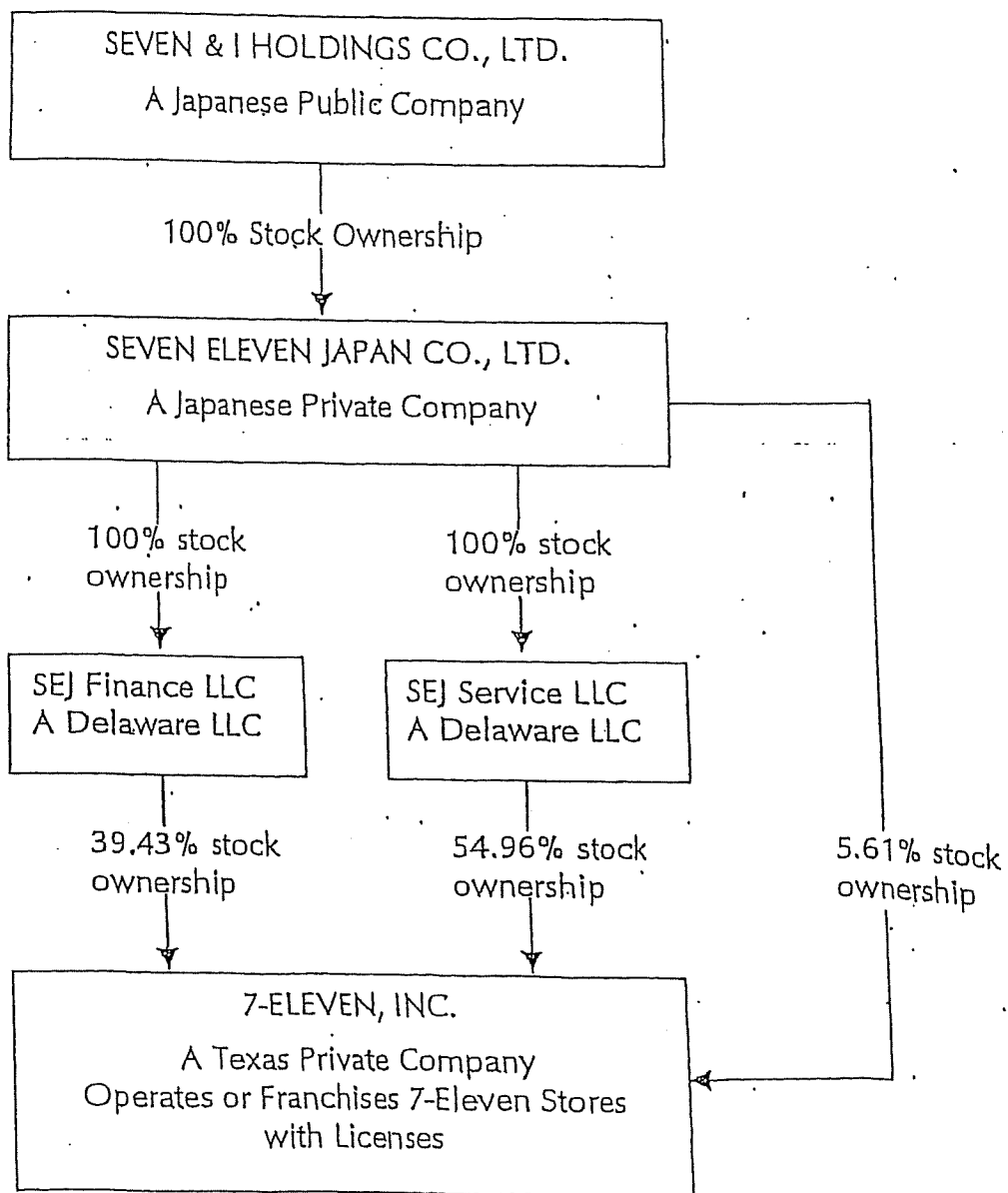
RESOLVED, that, as of the Effective Time, each share of stock granted under the Company's Stock Compensation Plan for Non-Employee Directors in the custody of the Company (a "Director's Share") shall be canceled and extinguished and each holder of any such Director's Share shall be paid by the Company an amount equal to the Consideration, less any applicable withholding requirements;

RESOLVED, that, if, after the Effective Time, a shareholder who complies with all of the provisions of the TBCA concerning the right of a holder of Common Stock to dissent from the Merger and require appraisal of his or her shares withdraws such shareholder's demand

for appraisal, or fails to perfect or otherwise loses such shareholder's right to appraisal, in accordance with the TBCA, such shareholder's shares of Common Stock will be deemed to have been converted as of the Effective Time into the right to receive the Consideration; and

RESOLVED, the Merger is intended to constitute a "reorganization," and this resolution adopts the "plan of reorganization," in each case, within the meaning of Section 368 of the United States Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder.

7-Eleven Organization Chart



AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

7-ELEVEN, INC.

ARTICLE ONE

7-Eleven, Inc., a Texas corporation (the "Corporation"), pursuant to the provisions of Article 4.07 of the Texas Business Corporation Act (as amended, the "TBCA"), hereby adopts these Amended and Restated Articles of Incorporation, which accurately copy the Second Restated Articles of Incorporation of the Corporation and all amendments thereto that are in effect to date (collectively, the "Second Restated Articles of Incorporation"), as further amended by these Amended and Restated Articles of Incorporation as hereinafter set forth, and contain no other change in any provisions thereof.

ARTICLE TWO

These Amended and Restated Articles of Incorporation amend and restate the Second Restated Articles of Incorporation. The amendments to the Second Restated Articles of Incorporation effected by these Amended and Restated Articles of Incorporation (collectively, the "Amendments") delete the introductory paragraphs numbered 1 through 5 of the Second Restated Articles of Incorporation, and revise, add to or delete Articles Three through Fifteen of the Second Restated Articles of Incorporation. The full text of each provision revised or added by the Amendments is as set forth in Article V hereof.

ARTICLE THREE

The Amendments have been effected in conformity with the provisions of the TBCA, and these Amended and Restated Articles of Incorporation and the Amendments effected thereby were duly adopted by the shareholders of the Corporation on November 9, 2005.

ARTICLE FOUR

On November 9, 2005, there were [REDACTED] shares of common stock, par value \$.0001 per share, of the Corporation outstanding, all of which were entitled to vote on these Amended and Restated Articles of Incorporation and the Amendments effected thereby. The shareholders of the Corporation have approved the adoption of these Amended and Restated Articles of Incorporation and the Amendments effected thereby by written consent pursuant to Article 9.10 of the TBCA and any written notice required by Article 9.10 of the TBCA has been given.

ARTICLE FIVE

The Second Restated Articles of Incorporation of the Corporation, as filed with the Secretary of State of the State of Texas on March 6, 1991 and as subsequently amended to date, are hereby superseded by the following Amended and Restated Articles of Incorporation, which accurately copy the entire text thereof as amended hereby:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

7-ELEVEN, INC.

ARTICLE ONE

The name of the Corporation is 7-Eleven, Inc.

ARTICLE TWO

The period of duration of this Corporation shall be perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act ("TBCA").

ARTICLE FOUR

The total number of shares of capital stock that the Corporation shall have authority to issue is [REDACTED], consisting of

[REDACTED] of preferred stock, par value [REDACTED] and [REDACTED] shares of common stock. [REDACTED] The preferred stock may be divided into and issued by the Corporation from time to time in one or more series as may be fixed and determined by the board of directors of the Corporation. The relative rights and preferences of the preferred stock of each series will be such as are stated in any resolution or resolutions adopted by the board of directors setting forth the designation of that series and fixing and determining the relative rights and preferences thereof. The board of directors of the Corporation hereby is authorized to fix and determine the designations, preferences, limitations and relative or other rights (including, without limitation, voting rights, full or limited, preferential rights to receive dividends or assets on liquidation, rights of conversion or exchange into common stock, preferred stock of any series or other securities, any right of the Corporation to exchange or convert shares into common stock, preferred stock of any series or other securities, or redemption provisions or sinking fund provisions) as between or among series of preferred stock and as between the preferred stock or any series thereof and the common stock, and the qualifications, limitations or restrictions thereof, if any, all as shall be stated in one or more resolutions adopted by the board of directors of the Corporation.

ARTICLE FIVE

The street address of the Corporation's registered office is 701 Brazos Street, Suite 1050, Austin, Texas 78701, and the name of its registered agent at this address is Corporation Service Company d/b/a CSC — Lawyers Incorporating Service Company.

ARTICLE SIX

No shareholder of the Corporation, by reason of such person holding shares of any class, shall have any preemptive or preferential right to acquire, subscribe for, purchase or receive any additional, unissued or treasury shares of any class of stock of the Corporation now or hereafter to be authorized, or any notes, debentures, bonds or other securities convertible into or carrying any right, option or warrant to subscribe for or acquire shares of any class of stock now or hereafter to be authorized, whether or not the issuance of any such shares, or such notes, debentures, bonds or other securities, would adversely affect the dividends or voting rights of such shareholder, and the board of directors may authorize the issuance of shares of any class of stock of the corporation, or any notes, debentures, bonds or other securities convertible into or carrying rights, options or warrants to subscribe for or acquire shares of any class of stock, without offering any such shares, notes, debentures, bonds or other securities either in whole or in part, to the existing shareholders of any class of stock.

Any shareholder of the Corporation having the right to vote, in person or by proxy, at any meeting of the shareholders shall be entitled to one vote for each share of stock held by such person, provided that no holder of common stock of the Corporation shall be entitled to cumulate his or her votes for the election of one or more directors or for any other purpose.

ARTICLE SEVEN

(a) The name and address of the persons now serving as the Corporation's directors and who shall hold office until their respective successors shall be elected and qualified are:

<u>Name</u>	<u>Address</u>
Toshifumi Suzuki	Seven-Eleven Japan Co., Ltd. 8-8 Nibancho, Chiyoda-ku Tokyo 102-8455, Japan
Masaaki Kamata	Seven-Eleven Japan Co., Ltd. 8-8 Nibancho, Chiyoda-ku Tokyo 102-8455, Japan
Nobutake Sato	Seven-Eleven Japan Co., Ltd. 8-8 Nibancho, Chiyoda-ku Tokyo 102-8455, Japan

(b) The number of directors of the Corporation shall be fixed by, or in the manner provided in, the bylaws.

ARTICLE EIGHT

No director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. All directors of the Corporation shall be entitled to indemnification by the corporation to the maximum extent permitted by the TBCA (or such comparable statutory provision governing indemnification by a Texas corporation of its directors as may from time to time be applicable). If the TBCA or the Texas Miscellaneous Corporation Laws Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the fullest extent permitted by the amended statute. Any amendment, repeal or modification of this Article VIII shall be prospective only and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such amendment, repeal or modification.

ARTICLE NINE

A special meeting of the shareholders of the Corporation may only be called by the board of directors, the Chairman of the board of directors or the President of the Corporation or the holders of not less than fifty (50%) percent of the shares of capital stock of the Corporation entitled to vote at the proposed meeting.

ARTICLE TEN

To the fullest extent allowed by Article 9.10 of the TBCA or any successor statutory provision, as amended from time to time, any action required by the TBCA to be taken at any annual or special meeting of shareholders, or any action which may be taken at any annual

or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

IN WITNESS WHEREOF, the undersigned has executed these Amended and
Restated Articles of Incorporation this 9th day of November, 2005.

By: 

Name: Bryan P. Smith, Jr.

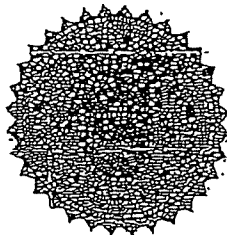
Title: Executive Vice President,
General Counsel and Secretary

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "SEJ SERVICE LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF NOVEMBER, A.D. 2005, AT 11:13 O'CLOCK A.M.



4055425 8100

050906467

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4278911

DATE: 11-07-05

CERTIFICATE OF FORMATION
OF
SEJ SERVICE LLC

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:24 AM 11/07/2005
FILED 11:13 AM 11/07/2005
SRV 050906467 - 4055425 FILE

This Certificate of Formation of SEJ Service LLC (the "LLC"); dated as of November 7, 2005, is being duly executed and filed by Kazuo Otsuka, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.).

FIRST. The name of the limited liability company formed hereby is SEJ Service LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

IN WITNESS HEREOF, the undersigned has executed and filed this Certificate of Formation as of the date first written above.

By: /s/ Kazuo Otsuka
Kazuo Otsuka

LIMITED LIABILITY COMPANY AGREEMENT
OF
SEJ SERVICE LLC

The undersigned member (the "Undersigned Member") hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement (the "Agreement") of such limited liability company:

1. Name. The name of the limited liability company formed hereby is SEJ Service LLC (the "LLC").

2. Purpose and Powers. The LLC is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the LLC is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The registered office of the LLC in the State of Delaware is located at Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

4. Registered Agent. The name and address of the registered agent of the LLC for service of process on the LLC in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

5. Admission. Simultaneously with the execution and delivery of this Agreement and the filing of the Certificate of Formation with the Office of the Secretary of State of the State of Delaware, the Undersigned Member is admitted as the sole Member of the LLC. The name and address of the Undersigned Member are as follows:

Seven-Eleven Japan Co., Ltd.
8-8, Nibancho, Chiyoda-ku,
Tokyo 102-8455, Japan

6. Capital Contributions. The Undersigned Member agrees to make the following capital contribution to the LLC (its "Capital Contribution"): ■■■ shares of common stock of IYG Holding Company, a Delaware corporation ("IYGH"), representing 60% of the issued and outstanding shares of common stock of IYGH. The Undersigned Member is not required to make any contribution of property or money to the LLC in excess of its Capital Contribution.

7. Tax Treatment. The Undersigned Member intends the LLC to be treated as an entity taxable as a corporation for U.S. federal, state and local income tax purposes as of the date hereof. The Undersigned Member shall, and shall cause LLC, which is hereby authorized, to file within 75 days of the date hereof, all necessary elections required for the LLC to be treated as an entity taxable as a corporation for such purposes as of the date hereof, including, without limitation, Internal Revenue Service Form 8832 (or any successor Form).

8. Distributions. The Board of Managers (as defined below) may cause the LLC to distribute any cash held by it which is neither reasonably necessary for the operation of the LLC nor in violation of Sections 18-607 or 18-804 of the Act to the Undersigned Member (or in the event additional Members are admitted to the LLC, the Members) at any time.

9. Management.

(a) Board of Managers. The management of the LLC shall be vested in a Board of Managers (the "Board of Managers") elected by the Undersigned Member. The total number of members on the Board of Managers (the "Managers") shall be one unless otherwise fixed at a different number by an amendment hereto or a resolution signed by the Undersigned Member. The Undersigned Member hereby elects as the initial Manager of the LLC Kazuo Otsuka to serve until his successor is elected and qualified. A Manager shall remain in office until removed by a written instrument signed by the Undersigned Member or until such Manager resigns in a written instrument delivered to the Undersigned Member or such Manager dies or is unable to serve. In the event of any such vacancy, the Undersigned Member may fill the vacancy. Each Manager shall have one (1) vote. Except as otherwise provided in this Agreement; the Board of Managers shall act by the affirmative vote of the sole Manager or, if there is more than one Manager, a majority of the total number of Managers. A Manager shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the LLC.

(b) Meetings and Powers of Board of Managers. The Board of Managers shall establish meeting times, dates and places and requisite notice requirements and adopt rules or procedures consistent with the terms of this Agreement. Any action required to be taken at a meeting of the Board of Managers or any action that may be taken at a meeting of the Board of Managers, may be taken at a meeting held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting. Notwithstanding anything to the contrary in this Section 9, the Board of Managers may take without a meeting any action that may be taken by the Board of Managers under this Agreement if such action is approved by the unanimous written consent of the Managers. Except as otherwise provided in this Agreement, all powers to control and manage the business and affairs of the LLC shall be exclusively vested in the Board of Managers and the Board of Managers may exercise all powers of the LLC and do all such lawful acts as are not by statute, the Certificate of Formation or this Agreement directed or required to be exercised or done by the Undersigned Member and in so doing shall have the right and authority to take all actions which the Board of Managers deems necessary, useful or appropriate for the management and conduct of the business of the LLC; provided, however, that the Undersigned Member may amend this Agreement at any time and thereby broaden or limit the Board of Manager's power and authority.

(c) Officers. The LLC may have officers who are appointed by the Board of Managers. The officers of the LLC may consist of a President and one or more Vice Presidents. The initial officer of the LLC shall be: Kazuo Otsuka, President. The powers and duties of each officer shall be as follows:

(1) The President. The President shall have, subject to the supervision, direction and control of the Board of Managers, the general powers and duties of supervision, direction and management of the affairs and business of the LLC usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the LLC.

(2) The Vice Presidents. Each Vice President, if any, shall have such powers and perform such duties as may from time to time be assigned to him or her by the Board of Managers or the President.

Each of the officers of the LLC shall be an "authorized person" within the meaning of the Act for purposes of executing the LLC's Certificate of Formation.

(d) Rights and Powers of the Undersigned Member. The Undersigned Member shall not have any right or power to take part in the management or control of the LLC or its business and affairs or to act for or bind the LLC in any way. Notwithstanding the foregoing, the Undersigned Member has all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act. The Undersigned Member has no voting rights except with respect to those matters specifically set forth in this Agreement and, to the extent not inconsistent herewith, as required in the Act. Notwithstanding any other provision of this Agreement, no action may be taken by the LLC (whether by the Board of Managers, or otherwise) in connection with any of the following matters without the written consent of the Undersigned Member:

(1) the dissolution or liquidation, in whole or in part, of the LLC, or the institution of proceedings to have the LLC adjudicated bankrupt or insolvent;

(2) the filing of a petition seeking or consenting to reorganization or relief under any applicable federal or state bankruptcy law;

(3) consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the LLC or a substantial part of its property;

(4) the merger of the LLC with any other entity;

(5) the sale of all or substantially all of the LLC's assets; or

(6) the amendment of this Agreement.

10. Waiver of Fiduciary Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Undersigned Member, the Managers, the officers or any of their respective affiliates. Further, the Undersigned Member and each Manager named herein hereby waives any and all fiduciary duties that, absent such waiver, may be implied by law, and in doing so, recognizes, acknowledges and agrees that its duties and obligations to the LLC are only as expressly set forth in this Agreement.

11. Indemnification by the Company. (a) The LLC shall indemnify, defend and hold harmless any Member, Manager, officer or other person (and any of their respective officers, directors, managers, employees and agents), who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the LLC) by reason of the fact that he, she or it is or was a Member, Manager, officer, director, employee or agent of the LLC, or is or was serving at the request of the LLC as a director, officer, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, from and against expenses (including attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such claim, action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the LLC; and, with respect to any criminal sanction or proceeding, had no reasonable cause to believe that his, her or its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he, she or it reasonably believed to be in, or not opposed to, the best interests of the LLC, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his, her or its conduct was unlawful.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the LLC in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any Member, Manager, officer, director, employee or agent of the LLC, such amount to be repaid if it shall be ultimately determined by a court of competent jurisdiction from which no further appeal may be taken or the time for appeal has lapsed that such person is not entitled to be indemnified by the LLC pursuant to the terms and conditions of this Section 11.

(c) The LLC shall maintain insurance on behalf of any person who is or was a Member, Manager, officer, director, employee or agent of the LLC, or is or was serving at the request of the LLC as an officer, director, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the LLC would have the power to indemnify such person against such liability under this Section 11.

(d) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 11 shall continue as to a person who has ceased to be a Member, Manager, officer, director, employee or agent of the LLC and shall inure to the benefit of the heirs, executors, administrators and other legal successors of such person.

(e) The indemnification provided by this Section 11 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement, determination of Members or otherwise.

(f) Any indemnification hereunder shall be satisfied only out of the assets of the LLC (including insurance and any agreements pursuant to which the LLC and indemnified

persons are entitled to indemnification), and the Members shall not, in such capacity, be subject to personal liability by reason of these indemnification provisions.

(g) No person shall be denied indemnification in whole or in part under this Section 11 because such person had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

12. Compensation. The Undersigned Member shall not receive compensation for services rendered to the LLC.

13. Assignments. The Undersigned Member may assign all or any part of its limited liability company interest at any time, and, unless the Undersigned Member otherwise provides, any transferee shall become a substituted Member automatically. In the event there is more than one Member, any Member may assign all or any part of its limited liability company interest only with the consent of all other Members, and any such transferee may only become a substituted Member with the consent of all other Members.

14. Additional Membership. Additional Persons (as defined in the Act) may be admitted as Members of the LLC, without the sale, assignment, transfer or exchange by the Undersigned Member of all or any part of its limited liability company interest, upon the terms and conditions as the Undersigned Member may provide, from time to time.

15. Dissolution. The LLC shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Undersigned Member, (b) if there is more than one Member, the unanimous written consent of all the Members, or (c) an event of dissolution of the LLC under the Act.

16. Distributions upon Dissolution. Upon the occurrence of an event set forth in Section 15 hereof, the Undersigned Member (or, if there be more than one Member, the Members) shall be entitled to receive, after paying or making reasonable provision for all of the LLC's creditors to the extent required by Section 18-804(a)(1) of the Act, the remaining funds of the LLC (pro rata, if there is more than one Member).

17. Withdrawal. The Undersigned Member may withdraw from the LLC at any time. In the event there is more than one Member, any such Member (including the Undersigned Member) may withdraw from the LLC only upon the consent of all other Members. Upon any such permitted withdrawal, the withdrawing Member shall receive such amounts as determined by the Members.

18. Limited Liability. Neither the Undersigned Member nor any other Member, if any, shall have any liability for the obligations of the LLC except to the extent provided in the Act, if any.

19. Amendment. This Agreement may be amended only in a writing signed by the Undersigned Member (or if there be more than one Member, by all of the Members).

20. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

21. Consent to Jurisdiction. The Undersigned Member and any Member admitted as such in accordance with the terms of this Agreement hereby consent to (a) the non-exclusive jurisdiction of the courts of the State of Delaware or any federal district court sitting in Wilmington, Delaware; and (b) service of process by mail in accordance with Section 23 of this Agreement.

22. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

23. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing or by facsimile and shall be deemed to have been delivered, given and received for all purposes (a) if delivered personally to the person or to an officer of the person to whom the same is directed, or (b) when the same is actually received, if sent either by a nationally recognized courier or delivery service or registered or certified mail, postage and charges prepaid, or by facsimile, if such facsimile is followed by a hard copy of the facsimiled communication sent by a nationally recognized courier or delivery service, registered or certified mail, postage and charges prepaid, addressed to the recipient party at the address set forth for such party above.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement of
Limited Liability Company as of the 7th day of November, 2005.



SEVEN-ELEVEN JAPAN CO., LTD.

By:



Name: Toshio Yamaguchi

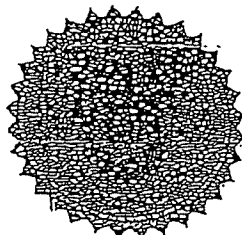
Title: President and COO

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "SEJ FINANCE LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF NOVEMBER, A.D. 2005, AT 11:13 O'CLOCK A.M.



4055428 8100

050906463

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4278910

DATE: 11-07-05

CERTIFICATE OF FORMATION
OF

SEJ FINANCE LLC

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:24 AM 11/07/2005
FILED 11:13 AM 11/07/2005
SKY 050906463 - 4055428 FILE

This Certificate of Formation of SEJ Finance LLC (the "LLC"), dated as of November 7, 2005, is being duly executed and filed by Shiro Ozeki, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.).

FIRST. The name of the limited liability company formed hereby is SEJ Finance LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

IN WITNESS WHEREOF, the undersigned has executed and filed this Certificate of Formation as of the date first written above.

By: /s/ Shiro Ozeki
Shiro Ozeki

LIMITED LIABILITY COMPANY AGREEMENT
OF
SEJ FINANCE LLC

The undersigned member (the "Undersigned Member") hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement (the "Agreement") of such limited liability company:

1. Name. The name of the limited liability company formed hereby is SEJ Finance LLC (the "LLC");

2. Purpose and Powers. The LLC is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the LLC is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The registered office of the LLC in the State of Delaware is located at Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

4. Registered Agent. The name and address of the registered agent of the LLC for service of process on the LLC in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

5. Admission. Simultaneously with the execution and delivery of this Agreement and the filing of the Certificate of Formation with the Office of the Secretary of State of the State of Delaware, the Undersigned Member is admitted as the sole Member of the LLC. The name and address of the Undersigned Member are as follows:

Seven-Eleven Japan Co., Ltd.
8-8, Nibancho, Chiyoda-ku,
Tokyo 102-8455, Japan

6. Capital Contributions. The Undersigned Member agrees to make the following capital contribution to the LLC (its "Capital Contribution"): 40 shares of common stock of IYG Holding Company, a Delaware corporation ("IYGH"), representing 40% of the issued and outstanding shares of common stock of IYGH. The Undersigned Member is not required to make any contribution of property or money to the LLC in excess of its Capital Contribution.

7. Tax Treatment. The Undersigned Member intends the LLC to be treated as an entity taxable as a corporation for U.S. federal, state and local income tax purposes as of the date hereof. The Undersigned Member shall, and shall cause LLC, which is hereby authorized, to file within 75 days of the date hereof, all necessary elections required for the LLC to be treated as an entity taxable as a corporation for such purposes as of the date hereof, including, without limitation, Internal Revenue Service Form 8832 (or any successor Form).

8. Distributions. The Board of Managers (as defined below) may cause the LLC to distribute any cash held by it which is neither reasonably necessary for the operation of the LLC nor in violation of Sections 18-607 or 18-804 of the Act to the Undersigned Member (or in the event additional Members are admitted to the LLC, the Members) at any time.

9. Management.

(a) Board of Managers. The management of the LLC shall be vested in a Board of Managers (the "Board of Managers") elected by the Undersigned Member. The total number of members on the Board of Managers (the "Managers") shall be one unless otherwise fixed at a different number by an amendment hereto or a resolution signed by the Undersigned Member. The Undersigned Member hereby elects as the initial Manager of the LLC Shiro Ozeki to serve until his successor is elected and qualified. A Manager shall remain in office until removed by a written instrument signed by the Undersigned Member or until such Manager resigns in a written instrument delivered to the Undersigned Member or such Manager dies or is unable to serve. In the event of any such vacancy, the Undersigned Member may fill the vacancy. Each Manager shall have one (1) vote. Except as otherwise provided in this Agreement, the Board of Managers shall act by the affirmative vote of the sole Manager or, if there is more than one Manager, a majority of the total number of Managers. A Manager shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the LLC.

(b) Meetings and Powers of Board of Managers. The Board of Managers shall establish meeting times, dates and places and requisite notice requirements and adopt rules or procedures consistent with the terms of this Agreement. Any action required to be taken at a meeting of the Board of Managers or any action that may be taken at a meeting of the Board of Managers, may be taken at a meeting held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting. Notwithstanding anything to the contrary in this Section 9, the Board of Managers may take without a meeting any action that may be taken by the Board of Managers under this Agreement if such action is approved by the unanimous written consent of the Managers. Except as otherwise provided in this Agreement, all powers to control and manage the business and affairs of the LLC shall be exclusively vested in the Board of Managers and the Board of Managers may exercise all powers of the LLC and do all such lawful acts as are not by statute, the Certificate of Formation or this Agreement directed or required to be exercised or done by the Undersigned Member and in so doing shall have the right and authority to take all actions which the Board of Managers deems necessary, useful or appropriate for the management and conduct of the business of the LLC; provided, however, that the Undersigned Member may amend this Agreement at any time and thereby broaden or limit the Board of Manager's power and authority.

(c) Officers. The LLC may have officers who are appointed by the Board of Managers. The officers of the LLC may consist of a President and one or more Vice Presidents. The initial officer of the LLC shall be: Shiro Ozeki, President. The powers and duties of each officer shall be as follows:

(1) The President. The President shall have, subject to the supervision, direction and control of the Board of Managers, the general powers and duties of supervision, direction and management of the affairs and business of the LLC usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the LLC.

(2) The Vice Presidents. Each Vice President, if any, shall have such powers and perform such duties as may from time to time be assigned to him or her by the Board of Managers or the President.

Each of the officers of the LLC shall be an "authorized person" within the meaning of the Act for purposes of executing the LLC's Certificate of Formation.

(d) Rights and Powers of the Undersigned Member. The Undersigned Member shall not have any right or power to take part in the management or control of the LLC or its business and affairs or to act for or bind the LLC in any way. Notwithstanding the foregoing, the Undersigned Member has all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act. The Undersigned Member has no voting rights except with respect to those matters specifically set forth in this Agreement and, to the extent not inconsistent herewith, as required in the Act. Notwithstanding any other provision of this Agreement, no action may be taken by the LLC (whether by the Board of Managers, or otherwise) in connection with any of the following matters without the written consent of the Undersigned Member:

- (1) the dissolution or liquidation, in whole or in part, of the LLC, or the institution of proceedings to have the LLC adjudicated bankrupt or insolvent;
- (2) the filing of a petition seeking or consenting to reorganization or relief under any applicable federal or state bankruptcy law;
- (3) consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the LLC or a substantial part of its property;
- (4) the merger of the LLC with any other entity;
- (5) the sale of all or substantially all of the LLC's assets; or
- (6) the amendment of this Agreement.

10. Waiver of Fiduciary Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Undersigned Member, the Managers, the officers or any of their respective affiliates. Further, the Undersigned Member and each Manager named herein hereby waives any and all fiduciary duties that, absent such waiver, may be implied by law, and in doing so, recognizes, acknowledges and agrees that its duties and obligations to the LLC are only as expressly set forth in this Agreement.

11. Indemnification by the Company. (a) The LLC shall indemnify, defend and hold harmless any Member, Manager, officer or other person (and any of their respective officers, directors, managers, employees and agents), who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the LLC) by reason of the fact that he, she or it is or was a Member, Manager, officer, director, employee or agent of the LLC, or is or was serving at the request of the LLC as a director, officer, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, from and against expenses (including attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such claim, action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the LLC, and, with respect to any criminal sanction or proceeding, had no reasonable cause to believe that his, her or its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he, she or it reasonably believed to be in, or not opposed to, the best interests of the LLC, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his, her or its conduct was unlawful.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the LLC in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any Member, Manager, officer, director, employee or agent of the LLC, such amount to be repaid if it shall be ultimately determined by a court of competent jurisdiction from which no further appeal may be taken or the time for appeal has lapsed that such person is not entitled to be indemnified by the LLC pursuant to the terms and conditions of this Section 11.

(c) The LLC shall maintain insurance on behalf of any person who is or was a Member, Manager, officer, director, employee or agent of the LLC, or is or was serving at the request of the LLC as an officer, director, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the LLC would have the power to indemnify such person against such liability under this Section 11.

(d) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 11 shall continue as to a person who has ceased to be a Member, Manager, officer, director, employee or agent of the LLC and shall inure to the benefit of the heirs, executors, administrators and other legal successors of such person.

(e) The indemnification provided by this Section 11 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement, determination of Members or otherwise.

(f) Any indemnification hereunder shall be satisfied only out of the assets of the LLC (including insurance and any agreements pursuant to which the LLC and indemnified

persons are entitled to indemnification), and the Members shall not, in such capacity, be subject to personal liability by reason of these indemnification provisions.

(g) No person shall be denied indemnification in whole or in part under this Section 11 because such person had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

12. Compensation. The Undersigned Member shall not receive compensation for services rendered to the LLC.

13. Assignments. The Undersigned Member may assign all or any part of its limited liability company interest at any time, and, unless the Undersigned Member otherwise provides, any transferee shall become a substituted Member automatically. In the event there is more than one Member, any Member may assign all or any part of its limited liability company interest only with the consent of all other Members, and any such transferee may only become a substituted Member with the consent of all other Members.

14. Additional Membership. Additional Persons (as defined in the Act) may be admitted as Members of the LLC, without the sale, assignment, transfer or exchange by the Undersigned Member of all or any part of its limited liability company interest, upon the terms and conditions as the Undersigned Member may provide, from time to time.

15. Dissolution. The LLC shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Undersigned Member, (b) if there is more than one Member, the unanimous written consent of all the Members, or (c) an event of dissolution of the LLC under the Act.

16. Distributions upon Dissolution. Upon the occurrence of an event set forth in Section 15 hereof, the Undersigned Member (or, if there be more than one Member, the Members) shall be entitled to receive, after paying or making reasonable provision for all of the LLC's creditors to the extent required by Section 18-804(a)(1) of the Act, the remaining funds of the LLC (pro rata, if there is more than one Member).

17. Withdrawal. The Undersigned Member may withdraw from the LLC at any time. In the event there is more than one Member, any such Member (including the Undersigned Member) may withdraw from the LLC only upon the consent of all other Members. Upon any such permitted withdrawal, the withdrawing Member shall receive such amounts as determined by the Members.

18. Limited Liability. Neither the Undersigned Member nor any other Member, if any, shall have any liability for the obligations of the LLC except to the extent provided in the Act, if any.

19. Amendment. This Agreement may be amended only in a writing signed by the Undersigned Member (or if there be more than one Member, by all of the Members).

20. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

21. Consent to Jurisdiction. The Undersigned Member and any Member admitted as such in accordance with the terms of this Agreement hereby consent to (a) the non-exclusive jurisdiction of the courts of the State of Delaware or any federal district court sitting in Wilmington, Delaware; and (b) service of process by mail in accordance with Section 23 of this Agreement.

22. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

23. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing or by facsimile and shall be deemed to have been delivered, given and received for all purposes (a) if delivered personally to the person or to an officer of the person to whom the same is directed, or (b) when the same is actually received, if sent either by a nationally recognized courier or delivery service or registered or certified mail, postage and charges prepaid, or by facsimile, if such facsimile is followed by a hard copy of the facsimiled communication sent by a nationally recognized courier or delivery service, registered or certified mail, postage and charges prepaid, addressed to the recipient party at the address set forth for such party above.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement of
Limited Liability Company as of the 7th day of November, 2005.

SEVEN-ELEVEN JAPAN CO., LTD.

By: 

Name: Toshiro Yamaguchi

Title: President and COO



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF AMENDMENT OF

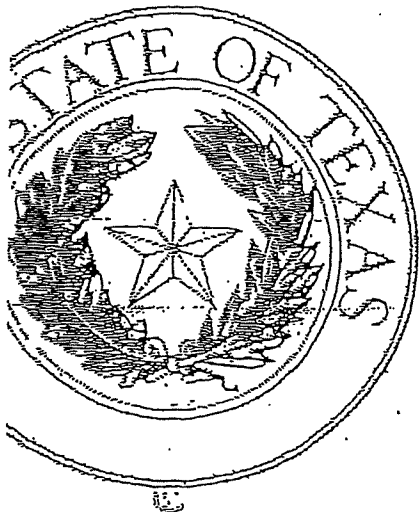
7-ELEVEN, INC.
FILE NO: 179090-00

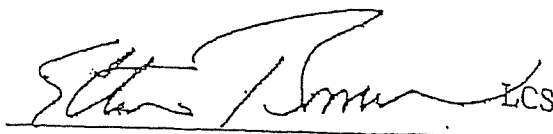
The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: April 27, 2000

Effective: May 1, 2000 12:01 A.M.



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Elton Bomer
Secretary of State

ARTICLES OF AMENDMENT
TO THE
SECOND RESTATED ARTICLES OF INCORPORATION OF
7-ELEVEN, INC.

FILED
In the Office of the
Secretary of State of Texas

APR 27 2000

Corporations Section

Pursuant to the provisions of the Texas Business Corporation Act, 7-Eleven, Inc., a corporation organized under the laws of the State of Texas, hereby amends its Second Restated Articles of Incorporation (the "Articles of Incorporation") and for that purpose, submits the following statement:

ARTICLE ONE

The name of the corporation is 7-Eleven, Inc.

ARTICLE TWO

Article Four (b) of the Articles of Incorporation is hereby deleted in its entirety and replaced with a new paragraph (b), as follows:

"ARTICLE FOUR

(b) Upon the filing of these Articles of Amendment to the Articles of Incorporation with the Texas Secretary of State, each share of the Corporation's common stock, par value [REDACTED] per share (the "Old Common Stock"), issued and outstanding immediately prior to the filing hereof shall, without any action on the part of the holder thereof, be converted and reclassified into, and immediately represent one-fifth of a validly issued, fully paid and non-assessable share of Common Stock. No holder will be entitled to receive a fractional share of Common Stock and any fraction of a share of Common Stock that would otherwise be due a holder as a result of the preceding sentence shall automatically be eliminated and, in lieu thereof, the holder thereof shall be entitled to receive a cash adjustment in respect of such fraction of a share in an amount based upon a value of the Common Stock equal to the product of five multiplied by the closing price, as reported by The Nasdaq Stock Market, of a share of the Old Common Stock on the last trading day immediately preceding the effective date of this amendment. Each certificate which theretofore represented shares of Old Common Stock shall thereafter represent that number of shares of Common Stock determined in the previous sentences; provided, however, that each person holding of record a stock certificate or certificates which represented a share of Old Common Stock shall receive, upon surrender of such certificate or certificates, a new certificate or certificates evidencing and representing the number of shares of Common Stock to which such person is entitled."

ARTICLE THREE

The amendment to the Articles of Incorporation was adopted by a vote of the shareholders of the corporation on April 26, 2000.

ARTICLE FOUR

The number of shares of the corporation outstanding and entitled to vote on this amendment was [REDACTED]

The designation and number of shares of each class or series entitled to vote thereon as a class or series were as follows:

Class or Series

Number of Shares Outstanding
and Entitled to Vote

None

ARTICLE FIVE

The number of shares voted for such amendment was [REDACTED] and the number of shares voted against such amendment was [REDACTED]

The number of shares of each class or series entitled to vote as a class or series voted for or against such amendment as follows:

Class or Series

Number of Shares Voted
For Against

None

ARTICLE SIX

The effective date of this amendment shall be 12:01 a.m., central daylight time, May 1, 2000.

Dated the 26th day of April, 2000.
(to be effective 12:01 a.m.,
central daylight time, May 1, 2000)

7-ELEVEN, INC.

By: [REDACTED]

Name and Title: Bryan F. Smith, Jr.
Senior Vice President

83851

TOTAL P. 83
TOTAL P. 83

Please include a typed
self-addressed envelope

MUST BE TYPED
FILING FEE [REDACTED]
MUST SUBMIT TWO COPIES

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only 012

FILED
VICTORIA BISHOP
COLORADO SECRETARY OF STATE
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[REDACTED]
SECRETARY OF STATE
05-19-1999 11:43:55

APC
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CHANGE OF NAME
APPLICATION FOR AMENDED AUTHORITY

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporation hereby applies for an Amended Authority and states:

FIRST: The name of the corporation is: THE SOUTHLAND CORPORATION

SECOND: If the corporate name was not available, the assumed name of the corporation is: _____

THIRD: _____ (Check if Applicable) The corporate name of the corporation has become available in Colorado and the corporation desires to amend its Authority to reflect the corporate name on the records of the Secretary of State.

_____ The corporation has amended the period of duration in its Articles of Incorporation to No change

X The corporation has changed its name to _____
7-ELEVEN, INC.

The name which it elects to use in Colorado is: _____

(If its corporate name is not available for use in Colorado)

_____ The corporation has redomesticated from _____ to _____

FOURTH: This application is accompanied by a Certificate of Fact, duly authenticated by the proper officer in the state or country of incorporation (or redomestication as the case may be) certifying the statement(s) made above.

THE SOUTHLAND CORPORATION

Name of Corporation

Signature [REDACTED]
Carol S. Hilburn

Title Assistant Secretary

(COL. - 1417 - 11/9/95)
C1 Date

Revised 7/95

MAY-18-1999 15:30

214 754 0921

98%

P.02



The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that

7-ELEVEN, INC.
File No. 179090-00

filed articles of incorporation on NOVEMBER 21, 1961 under its original name of THE SOUTHLAND CORPORATION OF TEXAS as set forth in that document; and that articles of amendment were filed on the dates indicated below changing the corporate name to the name shown beside the date:

THE SOUTHLAND CORPORATION
7-ELEVEN, INC.

MARCH 18, 1963
FILE DATE: APRIL 29, 1999
EFFECTIVE DATE: APRIL 30, 1999

IT IS FURTHER CERTIFIED that the corporation is currently in existence under the last name shown above.



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on April 30, 1999.


Elton Bomer
Secretary of State



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF AMENDMENT OF

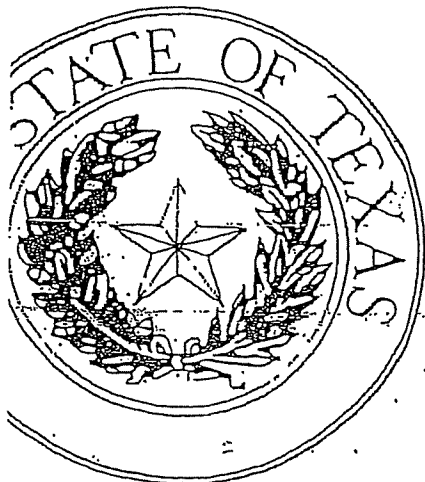
7-ELEVEN, INC.
FORMERLY
THE SOUTHLAND CORPORATION

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: April 29, 1999

Effective: April 30, 1999



Elton Bomer
Secretary of State

DLU

ARTICLES OF AMENDMENT
TO THE
SECOND RESTATED ARTICLES OF INCORPORATION OF
THE SOUTHLAND CORPORATION

FILED
In the Office of the
Secretary of State of Texas
APR 29 1999
Corporations Section

Pursuant to the provisions of the Texas Business Corporation Act, THE SOUTHLAND CORPORATION, a corporation organized under the laws of the State of Texas, hereby amends its Second Restated Articles of Incorporation (the "Articles of Incorporation") and for that purpose, submits the following statement:

ARTICLE ONE

The name of the corporation is The Southland Corporation.

ARTICLE TWO

Article One of the Articles of Incorporation is hereby amended and the full text of Article One, as amended, is as follows:

"The name of the Corporation is "7-Eleven, Inc."

ARTICLE THREE

The amendment to the Articles of Incorporation was adopted by a vote of the shareholders of the corporation on April 28, 1999.

ARTICLE FOUR

The number of shares of the corporation outstanding at the time of such adoption was [REDACTED] and the number of shares entitled to vote thereon was [REDACTED].

The designation and number of shares of each class or series entitled to vote thereon as a class or series were as follows:

Class or Series	Number of Shares Outstanding and Entitled to Vote
None	

ARTICLE FIVE

The number of shares voted for such amendment was [REDACTED] and the number of shares voted against such amendment was [REDACTED].

The number of shares of each class or series entitled to vote as a class or series voted for or against such amendment as follows:

Class or Series	Number of Shares Voted
None	<u>For</u> <u>Against</u>

ARTICLE SIX

The effective date of this amendment shall be April 30, 1999.

Dated the 28th day of April, 1999.
(to be effective April 30, 1999)

THE SOUTHLAND CORPORATION

By: [REDACTED]
Name and Title: Bryan F. Smith, Jr. - Senior Vice President



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF RESTATED ARTICLES
OF INCORPORATION
OF

THE SOUTHLAND CORPORATION

The undersigned, as Secretary of State of Texas, hereby certifies that Restated Articles of Incorporation of the above corporation, duly executed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State; and by virtue of the authority vested in the Secretary by law, hereby issues this certificate of Restated Articles of Incorporation and attaches hereto a copy of the Restated Articles of Incorporation.

Dated MARCH 05, 19 91.



Secretary of State

yd



SECOND
RESTATED ARTICLES OF INCORPORATION
(with amendment)

of

THE SOUTHLAND CORPORATION

FILED
In the Office of the
Secretary of State of Texas
MAR 05 1991
Corporations Section

1. The Southland Corporation (the "Corporation"), pursuant to the provisions of Article 4.14 of the Texas Business Corporation Act (the "Act"), hereby adopts these Second Restated Articles of Incorporation which accurately copy the Restated Articles of Incorporation of the Corporation and all amendments thereto that are in effect to date and as further amended by these Second Restated Articles of Incorporation as hereinafter set forth and which contain no other change in any provision thereof.

2. The Restated Articles of Incorporation of the Corporation are hereby amended by the Second Restated Articles of Incorporation as follows:

(a) Current paragraph (a) of Article Four is amended to increase from [REDACTED] to [REDACTED] the aggregate number of shares of Common Stock, which the Corporation is authorized to issue, and to change the par value of such shares of common stock from [REDACTED] par value per share to [REDACTED] par value per share.

(b) Current Article Four is amended to delete current paragraph (b) of Article Four in its entirety and to replace it with a new paragraph (b) which provides for the combination of each ten previously issued shares of Common Stock, [REDACTED] par value per share, into one share of Common Stock, [REDACTED] par value per share.

(c) Current Article Four is amended to delete current section (c) of Article Four relating to Junior Preferred Stock, all of the shares of which were cancelled pursuant to the Corporation's plan of reorganization under Chapter 11 of the United States Bankruptcy Code (the "Plan").

(d) Current Article Four is amended to add a new Section (c) which changes the par value of the Preferred Stock previously provided for in the deleted paragraph (b) from no par value to \$.01 par value per share and authorizes actions that may be taken by the Board of Directors of the Corporation (the "Board") relating to such shares.

(e) A new Article Five is added to prohibit the issuance by the Corporation of non-voting equity securities.

(f) Current Article Five is renumbered as Article Six.

(g) Current Article Six is amended to alter the wording so as to conform to the provisions of the Act and is renumbered as Article Seven.

(h) Current Article Seven is amended to authorize only the Board, the Chairman of the Board, the President and the holders of not less than 50% of the voting stock to call a special shareholders meeting and is renumbered as Article Eight.

(i) Current Article Eight is deleted in its entirety.

(j) Current Article Nine is amended to delete the names and addresses of directors currently listed and insert the number, names and addresses for the directors of the Corporation

elected by the shareholders at the 1991 annual meeting of shareholders of the Corporation held on February 25, 1991.

(k) Current Article Eleven is amended to correct the address of the registered office of the corporation.

(l) Current Article Thirteen is deleted in its entirety.

(m) Current Article Fourteen is amended to alter the wording so as to conform to provisions of the Act and is renumbered as Article Thirteen.

(n) Current Article Fifteen is renumbered as Article Fourteen.

(o) A new Article Fifteen is added to allow action by written consent of the shareholders with less than unanimous consent pursuant to Article 9.10 of the Act.

3. Each such amendment made by these Second Restated Articles of Incorporation has been effected in conformity with the provisions of Article 4.14B of the Act,

pursuant to the Order Confirming Southland's Plan of Reorganization (the "Order") entered by the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Court") on February 21, 1991 in Case No. 390-37119-HCA-11, file name In re The Southland Corporation. The Court had jurisdiction over the proceedings under Title 28 of the United States Code, Section 1334.

4. The amendments effected by these Second Restated Articles of Incorporation effect a reduction in the amount of stated capital of the Corporation by reflecting the cancellation of the previously outstanding shares of Junior Preferred Stock pursuant to the Plan and combining each ten shares of issued and outstanding Common Stock, par value \$.01 per share, into one share of Common Stock, par value \$.0001 per share. The amount of stated capital as changed by such amendments is [REDACTED]

5. The Restated Articles of Incorporation of the Corporation and all amendments and supplements thereto are hereby superseded by the following Second Restated Articles of Incorporation which accurately copy the entire text thereof as further amended as above set forth:

ARTICLE ONE

The name of this Corporation is THE SOUTHLAND CORPORATION.

ARTICLE TWO

The period of duration of this Corporation shall be perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act (the "Act").

ARTICLE FOUR

(a) The aggregate number of shares of Common Stock which this Corporation shall have authority to issue is 1,000,000,000 shares of Common Stock, par value one-hundredth of a cent (\$.0001) per share;

(b) Each ten (10) shares of previously authorized Common Stock, par value [REDACTED] per share, of the Corporation issued and outstanding immediately prior to the time these Second Restated Articles of Incorporation become effective (the "Original Common Stock") shall automatically and without further action on the part of the holders thereof be combined into one (1) validly issued, fully paid and nonassessable share of common stock, par value [REDACTED] per share, of the Corporation (the "New Common Stock"). Upon surrender by a holder of the certificates representing shares of Original Common Stock, the Corporation shall issue to such holder a certificate or certificates representing the number of shares of New Common Stock into which the Original Common Stock represented by the certificate so surrendered shall have been combined as aforesaid. The surrender of certificates representing shares of Original Common Stock shall not be necessary to effect the combination contemplated hereby. The Corporation shall not issue fractional shares of New Common

Stock with respect to the foregoing described combination. In lieu thereof, the Corporation shall issue a whole share of New Common Stock for any fractional share to which such holder otherwise would be entitled;

(c) The aggregate number of shares of Preferred Stock which this Corporation shall have authority to issue is [REDACTED] per share. Shares of the Preferred Stock may be issued from time to time in one or more series, the shares of each series to have such designations, preferences, limitations, and relative rights, including voting rights, as shall be stated and expressed herein or in a resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation (the "Board"). Each such series of Preferred Stock shall be designated so as to distinguish the shares thereof from the shares of all other series and classes. The Board is hereby expressly authorized, subject to limitations provided by law and by contractual restrictions binding on the Corporation or its property at the time of the issuance of such Preferred Stock, to establish and designate series of the Preferred Stock, to fix the number of shares constituting each series, to fix the designations and the preferences, limitations, and relative rights, including voting rights, of the shares of each such series and the variations of the relative rights and preferences as between series, and to increase and to decrease the number of shares constituting each series, provided that the Board may not decrease the number of shares within a series to less than the number of shares within such series that are then issued. The relative powers, rights, preferences, and limitations may vary between and among series of Preferred Stock in any and all respects. The authority of the Board with respect to each series shall further include, but shall not be limited to, the authority to determine the following:

(1) The rate or rates and the times at which dividends on the shares of such series shall be paid, the periods in respect of which dividends are payable, the conditions upon such dividends, the relationship and preferences, if any, of such dividends to dividends payable on any other class or series of shares, whether or not such dividends shall be cumulative, partially cumulative, or noncumulative, if such dividends shall be cumulative or partially cumulative, the date or dates from and after which, and the amounts in which, they shall accumulate, whether such dividends shall be share dividends, cash or other dividends, or any combination thereof, and if such dividends shall include share

or the conversion price;

(7) Whether or not the shares of such series, at the option of either the Corporation or the holder or upon the happening of a specified event, shall be exchangeable for securities, indebtedness, or property of the Corporation and, if such shares shall be so exchangeable, the terms and conditions of exchange, including, but not limited to, any provision for the adjustment of the exchange rate or the exchange price; and

(8) Any other preferences, limitations, and relative rights as shall not be inconsistent with the provisions of this Article Four, Article Five hereof or the limitations provided by law or by contractual restrictions binding on the Corporation or its property.

ARTICLE FIVE

The Corporation shall not issue nonvoting equity securities; provided, however, that any series of Preferred Stock designated pursuant to paragraph (c) of Article Four as having the right, voting separately as a class, to elect any directors of the Corporation if and when dividends payable on such shares of Preferred Stock shall have been in arrears and unpaid for a period of time to be specified (such directors to be in addition to the number of directors constituting the Board immediately prior to the accrual of such right) shall not be nonvoting equity securities for purposes of this Article Five.

ARTICLE SIX

Cumulative voting in the election of directors shall be prohibited.

ARTICLE SEVEN

No holder of any shares of capital stock of the Corporation shall be entitled, as a matter of right, to subscribe for or purchase any additional, unissued or treasury shares of capital stock of the Corporation, or securities convertible into or carrying a right to subscribe for or acquire such shares.

ARTICLE EIGHT

A special meeting of the shareholders of the Corporation may only be called by the Board, the Chairman of the Board or the President of the Corporation or the holders of [REDACTED] of the shares of capital stock of the Corporation entitled to vote at the proposed meeting.

ARTICLE NINE

The names and addresses of the directors of this Corporation now serving and who shall hold office until their respective successors shall be elected and qualified and who shall have the authority to direct the affairs of the Corporation are:

NameAddress

Yoshitami Arai

Systems International Inc.
Tameike Tokyo Building
1-1-14 Akasaka
Minato-ku, Tokyo 107
Japan

Timothy N. Ashida

A.K.E. Associates, Inc.
P.O. Box 4388
Glendale, CA 91202-4388

Jay W. Chai

C. Itoh & Co. (America) Inc.
335 Madison Avenue
New York, NY 10017

Masatoshi Ito

Ito-Yokado Co., Ltd.
1-4, Shibakoen 4-chome
Minato-ku, Tokyo 105
Japan

Masaaki Kamata

Seven-Eleven Japan Co., Ltd.
1-4, Shibakoen 4-chome
Minato-ku, Tokyo 105
Japan

Clark J. Matthews, II

The Southland Corporation
2711 North Haskell Avenue
Dallas, TX 75204-2906

Robert J. McGuire

Kroll Associates
900 Third Avenue
New York, NY 10022

Kazuo Otsuka

Ito-Yokado Co., Ltd.
1-4, Shibakoen 4-chome
Minato-ku, Tokyo 105
Japan

Asher O. Pacholder

Pacholder Associates, Inc.
The Spectrum Office Tower
1126 Chester Road, Suite 700
Cincinnati, OH 45256

Walter J. Salmon

Harvard University
Graduate School of Business
Administration
Soldiers Field Road
Boston, MA 02163

Nobutake Sato

Ito-Yokado Co., Ltd.
1-4, Shibakoen 4-chome
Minato-ku, Tokyo 105
Japan

Toshifumi Suzuki

Ito-Yokado Co., Ltd.
1-4, Shibakoen 4-chome
Minato-ku, Tokyo 105
Japan

Jere W. Thompson

100 Crescent Court
Suite 1000
Dallas, TX 75201

Joe C. Thompson

100 Crescent Court
Suite 1000
Dallas, TX 75201

John P. Thompson

100 Crescent Court
Suite 1000
Dallas, TX 75201

Each director designated by a shareholder which owns, directly or indirectly, a majority of the shares of New Common Stock shall fully comply with any fiduciary or legal duties under applicable law.

ARTICLE TEN

This Corporation has heretofore complied with the requirements of law as to initial minimum capital without which it could not commence business under the Act.

ARTICLE ELEVEN

The registered office of this Corporation is 350 North St. Paul, Suite 2900, Dallas, Texas 75201, and the name of its registered agent at such address is CT Corporation System.

ARTICLE TWELVE

The Corporation shall indemnify any person who (i) is or was a director or officer of this Corporation or (ii) while a director or officer of this Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may or is required to grant indemnification to a director under the Act. The Corporation may indemnify any person to such further extent as permitted by applicable law, such person to be so indemnified in accordance with the provisions hereof in respect of such person's own negligence.

ARTICLE THIRTEEN

To the fullest extent permitted by applicable law, no director of this Corporation shall be liable to this Corporation or its shareholders for monetary damages for an act or omission in such director's capacity as a director of this Corporation; provided, however, that this Article Thirteen does not eliminate or limit the liability of a director of this Corporation to the extent the director is found liable for:

1. a breach of such director's duty of loyalty to this Corporation or its shareholders;

2. an act or omission not in good faith that constitutes a breach of duty of the director to this Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;

3. a transaction from which such director received an improper benefit, whether or not the

benefit resulted from an action taken within the scope of the director's office; or

4. an act or omission for which the liability of such director is expressly provided for by an applicable statute.

The foregoing provisions of this Article Thirteen shall not eliminate or limit the liability of a director for any act or omission occurring prior to August 31, 1987. Any repeal or amendment of this Article by the shareholders of this Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of this Corporation existing at the time of such repeal or amendment. In addition to the circumstances in which a director of this Corporation is not personally liable as set forth in the foregoing provisions of this Article Thirteen, a director shall not be liable to the fullest extent permitted by any amendment to the Texas Miscellaneous Corporation Laws Act or the Act hereafter enacted that further limits the liability of a director.

ARTICLE FOURTEEN

Any action of the Corporation which, under the provisions of the Act or any other applicable law, is required to be authorized or approved by the holders of any specified fraction which is in excess of one-half or any specified percentage which is in excess of fifty percent of the outstanding shares (or of any class or series thereof) of the Corporation shall, notwithstanding any law, be deemed effectively and properly authorized or approved if authorized or approved by the vote of the holders of more than fifty percent of the outstanding shares entitled to vote thereon (or, if the holders of any class or series of the Corporation's shares shall be entitled by the Act or any other applicable law to vote thereon separately as a class, by the vote of the holders of more than fifty percent of the outstanding shares of each such class or series). Without limiting the generality of the foregoing, the provisions of this Article Fourteen shall be applicable to any required shareholder authorization or approval of: (a) any amendment to these Second Restated Articles of Incorporation; (b) any plan of merger, consolidation, or reorganization involving the Corporation; (c) any sale, lease, exchange, or other disposition of all, or substantially all, the property and assets of the Corporation; and (d) any voluntary dissolution

of the Corporation. Except as otherwise provided in this Article Fourteen or as otherwise required by the Act or other applicable law, the vote of the holders of a majority of the Corporation's shares entitled to vote at any meeting of shareholders at which a quorum is present shall be the act of such meeting. Nothing contained in this Article Fourteen is intended to require shareholder authorization or approval of any action of the Corporation whatsoever unless such approval is specifically required by the other provisions of these Second Restated Articles of Incorporation, the Bylaws of the Corporation, or by the Act or other applicable law.

ARTICLE FIFTEEN

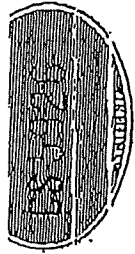
Any action which may be taken, or which is required by law or these Second Restated Articles of Incorporation or the Bylaws of the Corporation to be taken, at any annual or special meeting of the shareholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted. In determining the minimum number of votes that would be necessary to take such action, the provisions of Article Fourteen of these Second Restated Articles of Incorporation shall control in those circumstances to which Article Fourteen applies.

IN WITNESS WHEREOF, the undersigned, having been designated by the Court to execute these Second Restated Articles of Incorporation, has executed same on behalf of the Corporation as of the date set forth below.

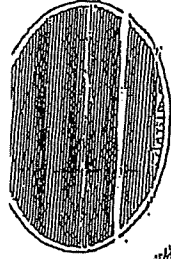
DATED THIS 5TH DAY OF MARCH, 1991.

THE SOUTHLAND CORPORATION


Jere W. Thompson
President



INCORPORATED UNDER THE LAWS
OF THE STATE OF TEXAS.



COMMON STOCK

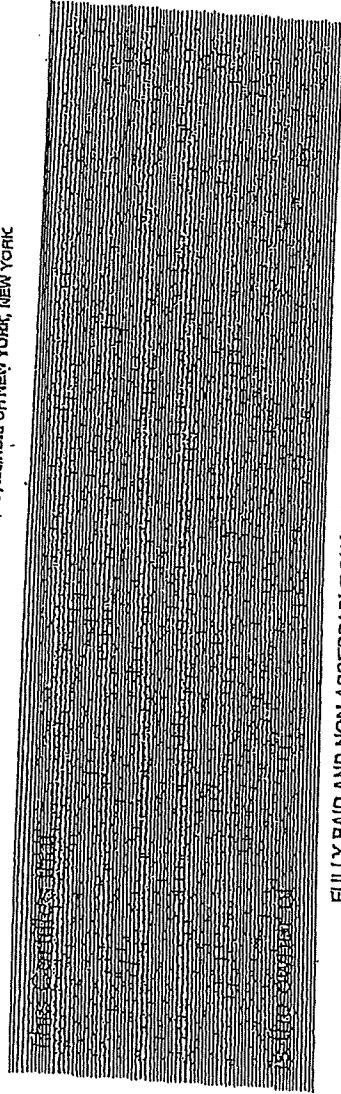
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CUSIP A17826 20 9

SEE REVERSE FOR CERTAIN DEFINITIONS

7-ELEVEN, INC.

THIS CERTIFICATE IS TRANSFERABLE IN CHICAGO, ILLINOIS OR NEW YORK, NEW YORK



FULLY PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK OF

7-Eleven, Inc., transferable on the books of the Corporation by the holder hereof in person or by duly authorized agent, and the undersigned hereby certifies that the shares of the Common Stock of 7-Eleven, Inc. represented by this certificate are the property of the holder hereof and are not subject to any lien, claim, or other encumbrance.

Witness the signatures of the duly authorized officers.

Dated:

Gregory F. Smith, Jr.
SECRETARY

Samuel H. Lyle
PRESIDENT AND
CHIEF EXECUTIVE OFFICER

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE INVESTOR SERVICES, LLC
TRANSFER AGENT
AND REGISTRAR

BY

AUTHORIZED SIGNATURE.

7-ELEVEN, INC.

No holder of any stock of the Corporation shall be entitled, as a matter of right, to subscribe for or purchase any part of any stock, or securities convertible into stock, which the Corporation is authorized to issue. The Corporation is authorized to issue shares of two classes, Common Stock and Preferred Stock. The stock represented by this certificate is Common Stock. The designations, preferences, limitations and relative rights of each class of authorized stock are set forth in the Charter and Articles of Incorporation, as amended and the Statement of Resolution Establishing Series of Shares, if any, copies of which are on file in the office of the Secretary of State of Texas, and will be furnished to any shareholder without charge upon written request to the Corporation at its principal place of business or registered office.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIFORM ACT

CUST.

Custodian

MINOR

under Uniform Gifts to Minors Act

STATE

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

Please print or type name and address of assignee

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE

of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Shares

Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated, _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

SIGNATURE GUARANTEED: