



Store No. 32414

AMENDMENT NO. 2 TO LEASE

This Amendment No. 2 to Lease (this "Amendment") is executed to be effective as of January 1, 2021 (the "Effective Date"), by and between WEC 991-21, LLC, a Delaware limited liability company ("Landlord"), and 7-ELEVEN, INC., a Texas corporation ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated December 20, 1999, as amended by that certain Amendment No. 1 dated June 11, 2013 ("Amendment No. 1") (collectively, the "Lease") covering the premises located at 3909 Fourteen Mile Road, Sterling Heights, Michigan, and more fully described in Exhibit A to the Lease, which Exhibit is attached to the Lease and made a part hereof by reference; and

WHEREAS, Landlord and Tenant presently desire to amend the Lease in the manner provided in this Amendment

NOW THEREFORE, for and in consideration of the premises and Ten Dollars (\$10.00) in hand paid each to the other, receipt of which is hereby acknowledged, the Lease is hereby amended as follows:

I. TERM

- (a) Landlord and Tenant hereby acknowledge the current term of the Lease will expire on December 31, 2020, and Tenant has five (5) remaining options to extend the term of the Lease to December 31, 2040, if exercised.
- (b) Landlord and Tenant agree that, by virtue of this Amendment, Tenant is exercising its next option and the Lease is hereby extended for a period of five (5) years commencing January 1, 2021 and ending December 31, 2025 (such exercised options referred to herein as the "Extended Term").
- (c) In addition to the four (4) remaining options under the Lease (each a "Remaining Option"), Landlord hereby grants to Tenant one (1) additional option to extend the Lease for a period of five (5) years (an "Additional Option") at the rent stated in the rent table below. Each Remaining Option and the Additional Option, if exercised, shall commence and end as of the dates set forth in the rent table below. In order to exercise a Remaining Option and/or an Additional Option, Tenant shall notify Landlord in writing at least one (1) year prior to the expiration of the term in effect at the time of Tenant's notice.

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2. RENT. The rent table in Section 2 of Amendment No. 1 is hereby deleted in its entirety and replaced with the following new rent table:

Extended Term	Monthly Rent
January 1, 2021 - December 31, 2025	\$7,800.00
Renewing Option	Monthly Rent
January 1, 2026 - December 31, 2030	\$8,580.00
January 1, 2031 - December 31, 2035	\$9,438.00
January 1, 2036 - December 31, 2040	\$10,381.80
January 1, 2041 - December 31, 2045	\$11,419.98
Additional Option	Monthly Rent
January 1, 2046 - December 31, 2050	\$12,561.97

3. TENANT'S NOTICE ADDRESSES. As of the Execution Date (as such term is defined below), Article 1(s) of the Lease (as amended) is deleted in its entirety and replaced with the following new Article 1(s):

TENANT

Tax statements and support to:

7-Eleven, Inc.  
P.O. Box 711  
Dallas, Texas 75221-0711  
Attn: Ad Valorem Tax, Store #32414

ALL OTHER COMMUNICATIONS, INCLUDING ANY NOTICES OF DEFAULT, TO:

7-Eleven, Inc.  
3200 Hackberry Road  
Irving, Texas 75063  
Attn: Corporate Real Estate, Store #32414

4. NOTICES. As of the Execution Date, Article 15.7 of the Lease is hereby deleted in its entirety and replaced with the following new Article 15.7:

**NOTICES.** Any notices required or permitted hereunder shall be in writing and delivered to the other party by: (a) courier; (b) United States Certified Mail, Return Receipt, postage prepaid; or (c) a nationally recognized overnight courier, shipping charges prepaid, 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. Any notices provided via e-mail or facsimile will not constitute formal notice.

5. CONTROLLING DOCUMENT. Where inconsistent, the terms of this Amendment shall supersede and take precedence over the Lease. Unless the context requires otherwise, all terms used herein shall be construed in conformity with the applicable provisions of the Lease.

6. COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument, and any person intended to be a signatory hereto may execute this Amendment by signing any such counterpart. Notwithstanding the standing prohibition against notices via facsimile or electronic copy, a facsimile or electronic copy of this Amendment signed and delivered by the parties shall be binding upon the parties.

7. RAJIFICATION. Except as modified by or where inconsistent with this Amendment, in all other respects the Lease is hereby ratified and reaffirmed. The "Execution Date" is the date of the last party's execution of this Amendment.

*[The remainder of this page is intentionally left blank. The signature pages follow.]*



IN WITNESS WHEREOF, this Amendment has been executed by Landlord as of the date first written above.

LANDLORD:

WEC 991-21, LLC,  
a Delaware limited liability company

By: Susan Murphy  
Name: Susan Murphy  
Title: \_\_\_\_\_

Date: July 25, 2018