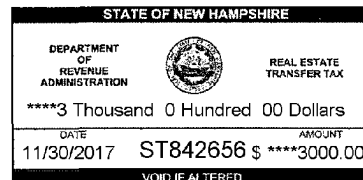


Recorded at the Request of
and When Recorded Return to:

Joyce E. Perkins
JESP Enterprises, LLC
25 Garden Lane
Durham, NH 03284-3042



Property Address: 3 Dover Road, Durham, NH
Rec. Jur.: Strafford County, NH

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That CUMBERLAND FARMS, INC., a Delaware corporation (hereinafter called "Grantor"), with its principal offices located at 165 Flanders Road, Westborough, MA, for consideration paid, and in full consideration of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, and confirm unto JESP Enterprises LLC with offices located at 25 Garden Lane Durham, NH 03284-3042 (hereinafter called "Grantee"), the real property described in Exhibit A attached hereto and made a part hereof (the "Property"), together with any and all servitudes, easements, rights-of-way, licenses and other rights in real property appurtenant thereto, and all improvements located thereon.

TO HAVE AND TO HOLD the Property, together with all appurtenances thereunto belonging, to Grantee, its successors and assigns forever, subject however to (a) liens for property taxes that are not yet due and payable, (b) provisions of any ordinance, municipal regulation and public or private law, (c) all matters shown on the public records; (d) any state of facts which an accurate survey would disclose and (e) restrictions, acknowledgments and covenants set forth in **Exhibit A-1** attached hereto and made a part hereof.

Grantor for itself, its successors and assigns hereby covenants with Grantee, its successors assigns, that at and until delivery of this deed, Grantor owns the Property in fee simple absolutely free and clear of all encumbrances whatsoever, by from, through and under Grantor except as stated above, and that Grantor, its successors and assigns will forever warrant specially and defend the same, with the appurtenances thereunto belonging, unto Grantee, its successors and assigns, against the claims of all persons claiming by, from, through or under Grantor, but against no other claims.

IN WITNESS WHEREOF, Grantor has executed this deed this 30th day of November, 2017.

Signed, Sealed and Delivered
in the presence of:

[Signature]
Witness
[Signature]
Witness

CUMBERLAND FARMS, INC., a
Delaware corporation

By: [Signature]
Howard S. Rosenstein,
Sr. Vice President, Chief Financial
Officer & Treasurer

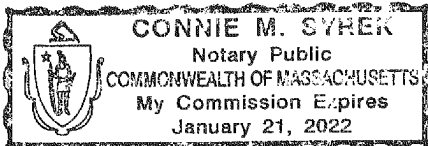
Grantee's mailing address: 25 Garden Lane Durham, NH 03824-3042

Commonwealth of Massachusetts
Worcester County, ss

On this 30th day of November 2017, before me, the undersigned notary public, personally appeared Howard S. Rosenstein, Senior Vice President, Chief Financial Officer and Treasurer of Cumberland Farms, Inc. proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as, Senior Vice President, Chief Financial Officer and Treasurer for Cumberland Farms, Inc.,

Connie M Syrek
Connie M. Syrek, Notary Public

My Commission expires: 1/21/2022



V1015
Durham, NH

EXHIBIT A

The following tract of land with buildings situate thereon;

PARCEL 1

A certain tract or parcel of land with the buildings and all improvements thereon, situate in Durham, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning on the Northwesterly side of the highway leading from Durham Village to Dover, at the Southwesterly Corner of land now or formerly of the Congregational Church Society and running in a southwesterly direction by said highway a distance of One Hundred (100) feet to the southwesterly corner of a certain twelve-foot (12') right – of – way;

Thence turning and running in a northwesterly direction by the northeasterly side of said right – of – way a distance of Eighty (80) feet to land now or formerly of Albert H. Jones and Florence M. Jones;

Thence turning and running in a northeasterly direction by land now or formerly of said Jones a distance of One Hundred (100) feet to land now or formerly of the Congregational Church Society;

Thence turning and running in a southeasterly direction by land now or formerly of said Congregational Church Society a distance of Eighty (80) feet to the northwesterly side of said highway and the point of beginning.

Together with the right to use in common with others having rights therein, the twelve foot (12') right – of – way located Southwesterly of and adjoining the above described premises.

PARCEL 2

A certain tract or parcel of land with the buildings and all improvements thereon, situated in Durham, County of Strafford, and State of New Hampshire, more particularly bounded and described as follows:

Beginning at a steel stake with cap marked "David Engr. Dover, N.H." at the northeast corner of the premises herein conveyed, said point being One Hundred Twenty (120) feet northerly from a steel stake similarly marked at the southeast corner of other land of the grantor on the Northerly side of the Dover Road, so-called; thence S 19° 25' E by land now or formerly of the Congregational Church Society of Durham a distance of Forty Five

(45) feet more or less, to the northeast corner of the said other premises of the grantor; thence turning and running S 72° 00' W by said other premises of the grantor a distance of One Hundred (100) feet to a right – of – way; thence turning and running N 19° 25' W by said right – of – way Forty Five (45) feet, more or less to a steel stake with cap marked “Davis Engr. Dover, N.H.” at land now or formerly of Edward A. Marston; thence turning and running N 72° 00' E by land now or formerly of said Marston One Hundred (100) feet to the point of beginning.

Together with the right to use a right – of – way Twelve (12) feet wide over land now or formerly of the said Edward A. Marston and on the westerly side of said other premises of the grantor and extending northerly from the Dover road, so-called, a distance of One Hundred (100) feet.

Being the same premises conveyed to Cumberland Farms, Inc. as successor by merger to VSH Realty, Inc. by deed of Harold R. Smith and Maria M. Smith dated March 9, 1982 and recorded in the Strafford County Registry of Deeds in Book 1095, Page 035.

EXHIBIT A-1
(Form of Deed Restriction)

GRANTEE SPECIFICALLY ACKNOWLEDGES THAT IT UNDERSTANDS THE PROPERTY HAS BEEN USED FOR COMMERCIAL PURPOSES INCLUDING THE STORAGE, DISTRIBUTION, AND MARKETING OF MOTOR FUELS, PETROLEUM, PETROLEUM-BASED PRODUCTS, AND OTHER CHEMICALS, AND THAT THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, SOIL AND SUB-SOIL OF THE PROPERTY, AIR, LAND, GROUNDWATER, AND WATER ON, UNDER, NEAR, OR ADJACENT THERETO, AND DRAINS, SEWERS, PIPES, WATER COURSES, AND WATER TABLES AT, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY MAY HAVE BEEN CONTAMINATED OR IMPACTED BY MOTOR FUELS, PETROLEUM, PETROLEUM-BASED PRODUCTS AND OTHER CHEMICALS OR OTHER CONTAMINATION.

The Grantee herein covenants and agrees that, if Grantee undertakes any redevelopment of the Property, Grantee shall, at its sole cost and expense, as part of the redevelopment at Purchaser's sole cost and expense: (i) install a vapor barrier and sealed sumps to prevent the migration of any hazardous materials, petroleum or other contamination into any buildings, underground utilities or storm water retention/detention ponds; and (ii) if required by any governmental agency pursuant to any Environmental Law (defined below), or health or safety law or any other law, regulation, or guidance, or pursuant to the recommendation of an environmental professional exercising due care, install, as part of the redevelopment additional vapor intrusion controls, such as a sub-slab depressurization system ((i) and (ii) collectively the "**Engineering Controls Obligation**").

The Grantee herein covenants and agrees that the following restrictions, acknowledgements, and covenants (collectively, the "**Environmental Restrictions**"): (i) shall run with the Property and each portion thereof; and (ii) shall bind and restrict the Property and each portion thereof, and (iii) shall bind and inure to the benefit of the parties hereto, including without limitation, Grantor, Grantee, and their respective heirs, devisees, representatives, successors and assigns.

Use Restriction. The Property shall be used solely for industrial or commercial uses and for no other use whatsoever. For the avoidance of doubt, in addition to all other non-industrial or non-commercial uses, the Property, in whole or in part, shall not be used or occupied (if used or occupied at all) for residential purposes; or for the operation of a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship; or as a park; or a hospital; or for agricultural uses. If applicable state or local laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will be deemed enumerated herein.

Groundwater Use Restriction. No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property (collectively, the “**Groundwater Use Restriction**”); provided, however, that the Groundwater Use Restriction does not prohibit the installation or use of any groundwater monitoring, recovery, or extraction wells or similar devices used for or related to the performance of any remediation or monitoring on the Property now or in the future.

Duration. The Environmental Restrictions shall run with the Property and each portion thereof and shall be binding upon and inure to the benefit of Grantor and Grantee and shall remain in full force and effect and bind and restrict the Property, unless and until the Environmental Restrictions (or any portion thereof) are released in writing by Cumberland Farms, Inc.

Notice of Environmental Restrictions upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging the Environmental Restrictions and providing the recording location of this Deed upon such conveyance substantially in the following form: “The real property described herein is subject to the Environmental Restrictions made by Cumberland Farms, Inc., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Strafford County Registry of Deeds on the _____ day of _____ 2017, bearing Document ID _____ as if the same were fully set forth herein.” Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Deed are void, voidable or otherwise unenforceable in accordance with their terms.

Effectiveness. The terms, provisions, covenants, and restrictions set forth in this **Exhibit A-1** vest upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void, or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s).

Future Grantees. The taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee’s right, title or interest in or to the Property), by any succeeding grantee shall be conclusive evidence of such succeeding grantee’s agreement to and acceptance of each and all of the terms, provisions, and conditions of this **Exhibit A-1**, and of such succeeding grantee’s agreement to be bound thereby.

Invalidity or Any Term. If any term, provision, condition, covenant, or restriction in this **Exhibit A-1**, to any extent, shall be invalid or unenforceable, the remainder of this **Exhibit A-1** (or the application of such term, provision, condition, covenant, or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant, and restriction set forth in this **Exhibit A-1** shall be valid and enforceable to the fullest extent permitted by law.

Remedies. Grantor shall have all rights and remedies available at law or in equity for any breach by Grantee or any successor or assign of Grantee of the above covenants and agreements. Grantee acknowledges that the breach of any of the covenants or restrictions contained in this **Exhibit A-1** on the part of Grantee will result in irreparable harm and continuing damages to Grantor and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee. Without limiting the foregoing, Grantor specifically may enforce against Grantee and any subsequent owner, user, or occupier of the Property the obligations and agreements set forth above. In the event that Grantee or any subsequent owner, user, or occupier of the Property shall breach any of the covenants or restrictions set forth in this **Exhibit A-1**, then Grantee or such subsequent owner, user, or occupier shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

"Environmental Law" as used herein shall mean any local, tribal, state, or federal statute, rule, regulation, order, judgment, decree, directive, ordinance, or common law pertaining to: (A) the protection of health, safety, and the indoor or outdoor environment; (B) the conservation, protection, management, or use of natural resources and wildlife; (C) the protection or use of surface water and ground water; (D) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (E) pollution (including any release to air, land, surface water, and ground water).