

# Corner Realty Team



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(●) Industry Experts in M&A and Real Estate: experience delivering premium outcomes:

*Corner Capital & Corner Realty specialize in the Downstream Energy sector since 2006*

(●) Chosen For Results:

*Located in Austin, TX, the companies have worked in all 48 continental United States in this sector*

# Terms and Conditions

7-Eleven, Inc. (“Licensor”) has exclusively retained Corner Realty, LLC to solicit offers for the sites in this Offering. All bids for the sites shall be structured using the Bid Form and the Bid Qualification Form and the sites will transact insofar as the winning bidder will be a Licensee; real estate will not be transacted for these sites. The sites themselves will be on an “As-is, Where-is” condition with commensurate representations and warranties.

**All bids will be received by Corner Realty.**

- 1. Proposal Structure:** Bidder may choose to offer bids on one or more stores available in this package. **A bid form will be available on [www.Corner-Realty.com](http://www.Corner-Realty.com).** Each site bid will be evaluated independently by 7-Eleven. A bid means an offer to become a licensee of 7-Eleven, operating a store as a Commission Marketer, paying a monthly license fee to 7-Eleven while 7-Eleven retains fuel responsibilities.
- 2. Assets Included within the bid.** Identify by site **which locations are included in your bid.** For each site you wish to operate, you must specify your bid price. All bids will include a license term to operate the facility.  
-All offerings exclude Seller’s intellectual property and signage.
- 3. Structure & Purchase Price.** Confirm that your bid is for an acquisition of a license to operate a store and that you will pay 100% of the Key Money, Security Deposit, **PLUS** merchandise and supplies inventory **in cash to acquire the site license** on a debt-free basis.
- 4. Financing.** No offer will be accepted which is contingent upon a Licensee securing financing (No Financing Contingencies accepted). Proof of funds and confirmation that the offer is not subject to a financing contingency is required in conjunction with your proposal.
- 5. Transaction Timing.** All bidders should be prepared to close within 60 days, allowing bidders ample time to acquire the necessary permits & licenses to operate the store.
- 6. Property and/or Business Restrictions:** The stores may be encumbered by certain real property and business operation restrictions, and the Recipient undertakes its own obligations to verify the existence of all such restrictions.
- 7. Consents and Assignments:** The site listing may operate a business that is subject to agreements that requires consent to assign, which may include but not limited to franchise agreements, lease agreements, service agreements, or other agreements. Recipient acknowledges that such consents and assignments would be a condition of any closing of the sale.

- *Historical performance does not guarantee future performance*

# Supplemental Terms & Conditions

8. **Use of 7-Eleven Trademarks:** Under no circumstances will the Licensor allow the purchase or use of any 7-Eleven, Speedway, or Stripes trademarks, logos, or dba's with the transaction. Prior to closing, Owner shall remove all proprietary marks, logos, inventory, and supplies at its complete discretion.
9. **Use of Major Fuel Brand Trademarks:** Each store will utilize a major fuel brand's trademarks which will be exclusively selected by 7-Eleven. Bidders will be obligated to operate the store in adherence to the terms 7-Eleven has agreed with the major fuel brand. Insofar as the store and/or fuel brand will change upon Change in Control (CIC), licensees accept that historical performance may not be indicative of future performance at any site.
10. **Confidentiality:** Under no circumstances shall the Bidder speak with Owners staff, employees, officers, shareholders, vendors, or competitors about a potential sale without express written consent from the Owner.
11. **Site Property, Assets, Staff:** The Owner has provided Corner Realty, LLC with certain information regarding the business operations associated with the offering for Bidder's diligence and investigation. This information may be provided on the website or directly from Owner and/or Corner Realty, LLC, and is subject to restrictions provided in the Non-Disclosure Agreement. Neither Corner Realty, LLC nor any of its affiliates make any representations or warranties regarding this information and Bidder is under its own responsibility to investigate the site and the assets.
12. **Cooperating Buyer's Broker Compensation:** Corner Realty will provide no commission to any buyer's broker in this transaction.

The principal objectives of 7-Eleven in considering bids for Commission Marketer sites are to: **(i)** arrange for the licensing of each site with Commission Marketer operators who are best equipped to operate the store for the benefit of 7-Eleven; **(ii)** maximize certainty of consummating the transaction expeditiously and on terms satisfactory to the Company; **(iii)** minimize disruptions to the operations of the business, including maintaining high levels of service to customers; and **(iv)** maintain strict confidentiality. **Please visit [www.Corner-Realty.com](http://www.Corner-Realty.com) to submit Bids and Bidder Qualification Forms. Additional inquiries can be directed to John Beckman ([jbeckman@corner-realty.com](mailto:jbeckman@corner-realty.com)) or Will Hartshorn ([whartshorn@corner-realty.com](mailto:whartshorn@corner-realty.com)).**

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# Confidentiality & Disclaimer

This Offering (the “Memorandum” or “OM”) is based on information provided by the Owner of Record (“Owner” or the “Company” or “Licensor”). It is delivered on behalf of the Company by Corner Realty, LLC (“CRX”). In this Transaction, CRX acts as the Company’s exclusive advisor for its offering (the “Transaction”).

The information contained in this Memorandum is subject to the terms and conditions of the Nondisclosure Agreement that each receiving party (“Recipient”) of this Memorandum has since read, signed and returned to CRX and the Company. Any redistribution, reproduction, photocopying, or electronic facsimile of this Memorandum without the Company’s express written consent is strictly prohibited. All future supplemental information provided by the Company or CRX is subject to the same confidentiality limitations established by the Nondisclosure Agreement. Recipient may disclose information obtained from or contained in the Memorandum to the following persons and entities, subject to the terms and conditions under the Nondisclosure Agreement between the Company and Recipient: (i) the employees, officers, and directors of the Recipient or the Recipient’s affiliates and (ii) approved third parties who are performing investigations and analyzing information to advise a Recipient regarding its bid.

In furnishing this Memorandum, neither the Company nor CRX undertakes any obligation to provide the Recipient with access to any additional information. This Memorandum shall not be deemed an indication of the state of affairs of the Company or its assets; nor shall this Memorandum constitute an indication that there has been any change in the business affairs of the Company or its assets since the date hereof or since the periods of time as shown within this Memorandum. The Information contained herein is not intended to represent all the data on the Business or the Company, but rather a summary of the Business. Information may contain adjustments related to recent changes in the assets or the Business for the purposes of providing clarity to the Recipient of performance levels. The Recipient is responsible for conducting its own diligence on the assets, and the information contained herein provides for no representations or warranties. Any representations and warranties would be described in definitive documentation related to the purchase of the assets.

The Recipient confirms that it will not contact, discuss, or solicit any vendors, suppliers, customers, employees, shareholders, or officers of the Company as it conducts its diligence, and that the Recipient will not make its presence known to any of the Company employees.

The Company reserves the right at any time to (i) negotiate with one or more parties and to enter into a definitive purchase agreement, without prior notice to the Recipient of this Memorandum or any other party, (ii) terminate further participation in the investigation and proposal process of any Recipient and, in such event, the Recipient agrees to the return of this Memorandum (together with any copies or extracts thereof), (iii) exclude any of the Assets from the proposed Transaction, and (iv) modify any procedures relating to this process without assigning reason therefore.

- *Historical performance does not guarantee future performance*

47122, Speedway  
3900 RODEO RD, Santa Fe, NM, 87507

**GENERAL INFORMATION**

Site Number:	47122	Latitude:	35.639	Longitude:	-106.001
County:	Santa Fe	Approx. Lot Size (Acres):	1.26	Year Opened:	TBD*
		Approx. Bldg. Size (Sq. Ft.):	1,164	Last Major Remodel:	-

**OPERATING PROFILE**

Current Fuel Brand:	Speedway	Current Store Brand:	Speedway	Street view:	<a href="#">Link</a>
Planned Fuel Brand:	TBD			Aerial View:	<a href="#">Link</a>

**FUEL/STORE OFFERINGS & EQUIPMENT**

Fuel Offering			Fuel Dispenser Details			Site Offerings & Equipment		
Gas (Regular):	Yes		Dispenser Installation Year:	2004		QSR Foodservice:	0	
Gas (Mid-grade):	Yes		Dispenser Installation Date:	8/25/2004		Alcohol:	No	
Gas (Premium):	Yes		Card Reader at Pump:	Yes		Liquor:	No	
Kerosene:	No		Pump Brand:	Gilbarco		Beer Cave:	No	
Diesel:	Yes		Pump Model:	Encore 500		ATM:	Yes	
Separate Diesel Island:	No		Quantity:	4		Air:	Yes	
						Lottery:	Yes	
						Hours of Operations:	5AM - 11PM	
						Propane:	Yes	
						Car Wash:	No	
						CW Machine Age in Years:	0	
						SEI Rental Tenant:	0	

  

Fueling Count	MPDs	Positions
Gasoline:	4	8
Diesel:	4	8
Diesel Truck Island:	0	0
<b>Total Fueling Positions:</b>	<b>8</b>	<b>16</b>

**FINANCIAL DETAILS**

Financial Period:	TTM Dec 2025	Key Money:	TBD		
<b>Revenues (Sales)**</b>		<b>Annual Fees</b>		<b>Fuel &amp; Credit Card Splits</b>	
Total Fuel Gallons:	1,026,097	License Fee (Ann):	\$ 36,897	Gas Split (CPG to Dealer):	1.5
Total Store Sales:	\$ 1,030,761	Real Estate Tax:	\$ 9,889	Diesel Split (CPG to Dealer):	1.5
Lotto Commission:	\$ 14,347			CC Fees Split (Company):	85%
Car Wash Sales:	\$ 0			CC Fees Split (Dealer):	15%
				Commission Marketer Term:	1 year
				Safe Removal:	Yes

\*\* Historical performance does not guarantee future performance



7 Eleven #	Address	City	State	COMMENTS
47122	3900 RODEO RD	Santa Fe	NM	New Mexico Business Tax Identification Number (Required), New Mexico Retail Food Permit (Required for selling food), Alcohol License (If selling beer/wine), Tobacco Retail License (If selling tobacco/vape), Food Handler / Food Protection Manager Certification (If preparing food), City Business Registration, Zoning approval, Fire inspection, Sign permit, Historic preservation approval (if in historic districts)

LOCATION #	ADDRESS	CITY	LOCATION STATE	VENDOR NAME	ACCOUNT #	SERVICE TYPE	METER #
47122	3900 Rodeo Road	Santa Fe	NM	City of Santa Fe, NM	00556888	Sewer	134025
47122	3900 Rodeo Road	Santa Fe	NM	City of Santa Fe, NM	00556888	Water	134025
47122	3900 Rodeo Road	Santa Fe	NM	City of Santa Fe, NM	00559305	Sewer	134084
47122	3900 Rodeo Road	Santa Fe	NM	City of Santa Fe, NM	00559305	Trash (MSW)	
47122	3900 Rodeo Road	Santa Fe	NM	City of Santa Fe, NM	00559305	Water	134084
47122	3900 Rodeo Road	Santa Fe	NM	New Mexico Gas Company	115661117-0816548-6	Natural Gas	1203567
47122	3900 Rodeo Road	Santa Fe	NM	New Mexico Gas Company	115661117-0816594-9	Natural Gas	9938924
47122	3900 Rodeo Road	Santa Fe	NM	PNM	120731504-0453188-8	Electric	0525965
47122	3900 Rodeo Road	Santa Fe	NM	PNM	120731504-0454638-2	Electric	5609929

