

PREPARED BY:

Vinson & Elkins LLP
2001 Ross Avenue, Suite 3900
Dallas, TX 75201
Attention: Alex Paez

TO BE RETURNED TO:

First American Title Company
2425 East Camelback Road, Suite 300
Phoenix, AZ 85016
Attention: Sally Pearson

PIN: 29-23-109-039-0000
Address: 1111 E. 162nd St., South Holland, IL
60473



Doc# 2119422006 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/13/2021 09:55 AM PG: 1 OF 5

1039900IL3

STATE OF ILLINOIS §

COUNTY OF COOK §

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is executed effective as of June 24, 2021, by and between **NATIONAL RETAIL PROPERTIES, LP**, a Delaware limited partnership ("**Lessor**"), and **TRUE BLUE CAR WASH, LLC**, a Delaware limited liability company ("**Lessee**").

Recitals

Lessor and Lessee entered into that certain Master Lease Agreement (as amended or assigned, the "**Lease**") of even date herewith (the "**Effective Date**"), the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, certain parcels of real property, including, without limitation, the rights, privileges and appurtenances associated therewith, and that certain real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

UNOFFICIAL COPY

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. The initial term of the Lease with respect to the Property commences as of the Effective Date and expires on June 30, 2041, unless extended, or terminated sooner, pursuant to the terms and conditions of the Lease.

2. Subject to the terms and conditions of the Lease, Lessee has a right to extend the term of the Lease with respect to the Property at Lessee's option, for up to four (4) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.

3. Lessee has the right to purchase the Property as more fully set forth in the Lease.

4. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein.

5. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. To the extent that the terms hereof are inconsistent with the terms of the Lease, the terms of the Lease shall control.

6. This Memorandum shall be binding upon Lessor and Lessee and their respective successors and assigns. This Memorandum shall be governed by the laws of the State in which the Property is located.

7. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank; signature pages to follow]

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Signed, sealed and delivered
in the presence of:

^{BC}
NATIONAL RETAIL PROPERTIES, LP;
a Delaware limited partnership *MK*

By: NNN GP Corp., a Delaware
corporation, as general partner

Debra Dabrowski
Name: Debra Dabrowski

By: *Christopher P. Tessitore*
Name: Christopher P. Tessitore
Title: Executive Vice President

Ivette Cordero
Name: Ivette Cordero

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 21st day of June, 2021, by Christopher P. Tessitore,
as Executive Vice President of NNN GP CORP., a Delaware corporation, general partner of
NATIONAL RETAIL PROPERTIES, LP, a Delaware limited partnership, on behalf of the
partnership. He is personally known to me.

Ivette Cordero
Notary Public - State of Florida

Printed Name: Ivette Cordero
Commission Number: _____
Commission Expires: _____

(NOTARY SEAL)



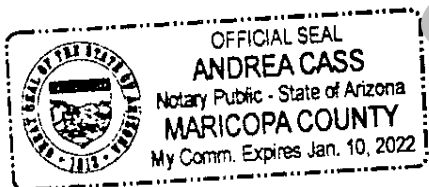
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TRUE BLUE CAR WASH, LLC,
a Delaware limited liability company

By: *Lynne Berreman*
Name: Lynne Berreman
Title: Chief Financial Officer

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 10 day of June, 2021 by Lynne Berreman, Chief Financial Officer of True Blue Car Wash, LLC, a Delaware limited liability company, who acknowledged that she executed this instrument in her authorized capacity and on behalf of said limited liability company and that, by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



A. Herbert / Andrea Cass
Notary Public
Printed Name: Andrea Herbert
My Commission Expires: 01/10/2022

[Affix Notary Seal]

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EXHIBIT A

PROPERTY

Street Address: 1111 E. 162nd St, South Holland, IL 60473

Legal Description:

PARCEL 1:

LOT 1 IN EXPRESS CARWASH PLAT OF RESUBDIVISION, BEING IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE APPURTENANT EASEMENT AS GRANTED AND MORE FULLY SET FORTH IN CROSS ACCESS EASEMENT AGREEMENT RECORDED MAY 1, 2015 IN DOCUMENT NO. 1512135018, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office