



20071128000540360 1/7 \$4869.50
Shelby Cnty Judge of Probate, AL
11/28/2007 10:57:52AM FILED/CERT

Recording Requested By and
When Recorded Return To:

Return Recorded Documents To:

LandAmerica National Commercial Services
450 S. Orange Avenue, Suite 170
Orlando, FL 32801
Attention: **Christi Pawlak** 67-1179

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into as of this 16 day of November 2007, by and between NATIONAL RETAIL PROPERTIES, LP, a Delaware limited partnership, whose address is 450 South Orange Avenue, Suite 900, Orlando, Florida 32801, as Landlord, and CAR WASH HEADQUARTERS OF ALABAMA, LLC, a Delaware limited liability company, whose address is 3561 E. Sunrise Drive, Suite 125, Tucson, AZ 85718, as Tenant.

WITNESSETH:

THAT, Landlord and Tenant have heretofore entered into a certain Lease Agreement dated November 16, 2007 (the "**Lease**") covering certain premises consisting of, among other things, certain real property located in Shelby County, Alabama more particularly described on Exhibit A attached hereto upon which there is constructed and located certain improvements (together the "**Premises**"), and

WHEREAS, it is the desire of both Landlord and Tenant to memorialize the Lease and set forth certain pertinent data with respect thereto,

NOW THEREFORE, with respect to the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

1. **Demise**. The Premises have been and are hereby demised, let and leased by Landlord to Tenant, and taken and accepted by Tenant from Landlord, all pursuant to and in accordance with the Lease.

2. **Term**. The Initial Term of the Lease is from November 16, 2007, until 11:59 p.m. on November 30, 2027. Tenant has the right, privilege and option to renew and extend the Initial Term of the Lease for up to four (4) additional periods of five (5) years each, subject to the provisions and conditions of the Lease.

3. **Possession**. Landlord has delivered possession of the Premises to Tenant and Tenant has accepted delivery and taken possession of the Premises from Landlord.

4. Liens on Landlord's Interest Prohibited. By the terms of the Lease, Landlord's interest in the Premises may not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, including those arising in connection with or as an incident to the renovation of the improvements located on the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. Accordingly, all persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, renovation, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien. Notwithstanding the foregoing, Tenant shall be permitted to grant a leasehold mortgage on Tenant's interest under the Lease pursuant to the terms and conditions set forth in the Lease.

5. Subordination and Attornment. The Lease specifically provides that the Lease and Tenant's leasehold interest in and to the Premises are junior, inferior, subordinate and subject in all respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering the Premises or any portion thereof, provided that Tenant's possession and use of the Premises are recognized and not disturbed by any mortgagee until Tenant's right to possession of the Premises shall have been terminated in accordance with the provisions of the Lease. Tenant shall, and has agreed to, attorn to any successor of the interest of Landlord under the Lease, including the purchaser at any foreclosure sale occasioned by the foreclosure of any such mortgage or mortgages, for the balance of the Term of the Lease remaining at the time of the succession of such interest to such successor.

6. Inconsistent Provisions. The provisions of this Memorandum constitute only a general description of the content of the Lease with respect to matters set forth herein. Accordingly, third parties are advised that the provisions of the Lease itself shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum.

7. Termination of Lease. All rights of Tenant in the Premises shall terminate upon the expiration or earlier termination of the Lease, which may be evidenced by a written notice of such expiration or termination recorded or filed by Landlord among the appropriate land records of the County in which the Premises is located.


IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed on or as of the day and year first above written.


“LANDLORD”

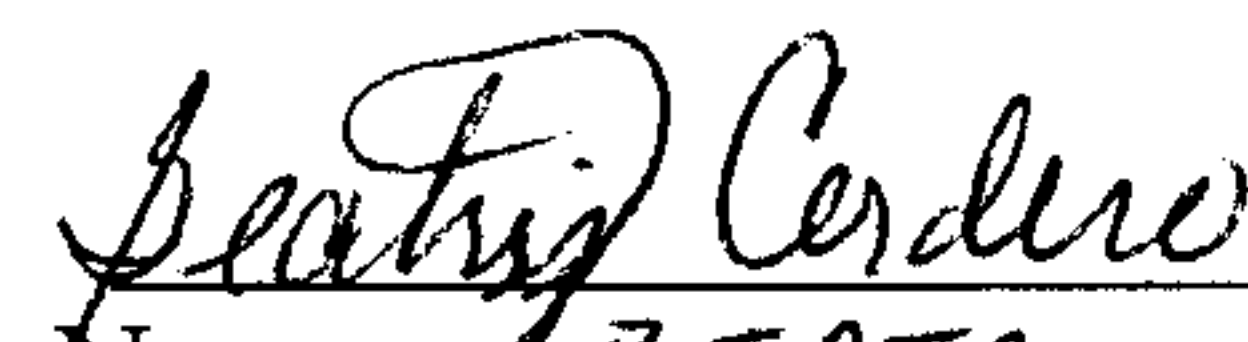
Signed, sealed and delivered
in the presence of:

NATIONAL RETAIL PROPERTIES, LP,^{mn}
a Delaware limited partnership

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


Name: DEBRA L. DAEROWSKI

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


Name: BEATRIZ CORDERO

“TENANT”

CAR WASH HEADQUARTERS OF
ALABAMA, LLC,
a Delaware limited liability company

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed on or as of the day and year first above written.

"LANDLORD"

Signed, sealed and delivered
in the presence of:

NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership

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

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

"TENANT"

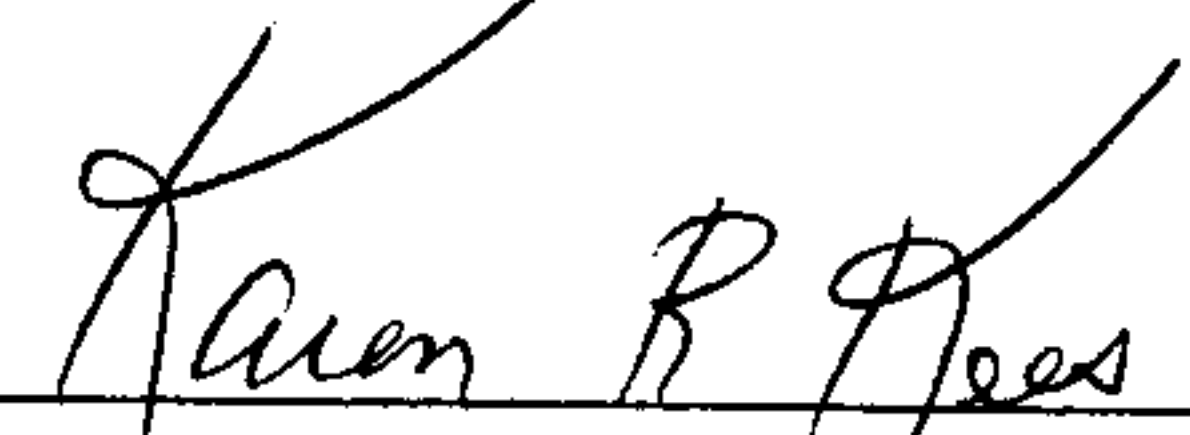
CAR WASH HEADQUARTERS OF
ALABAMA, LLC,
a Delaware limited liability company


Name: Russell J. Sudeith, Jr.

By: 

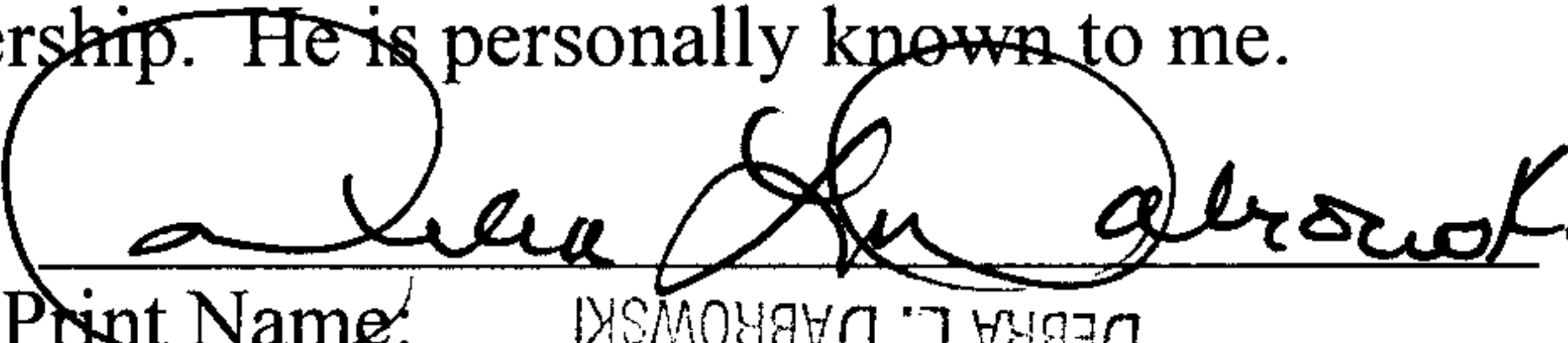
Name: Ronald R. Kirchoff

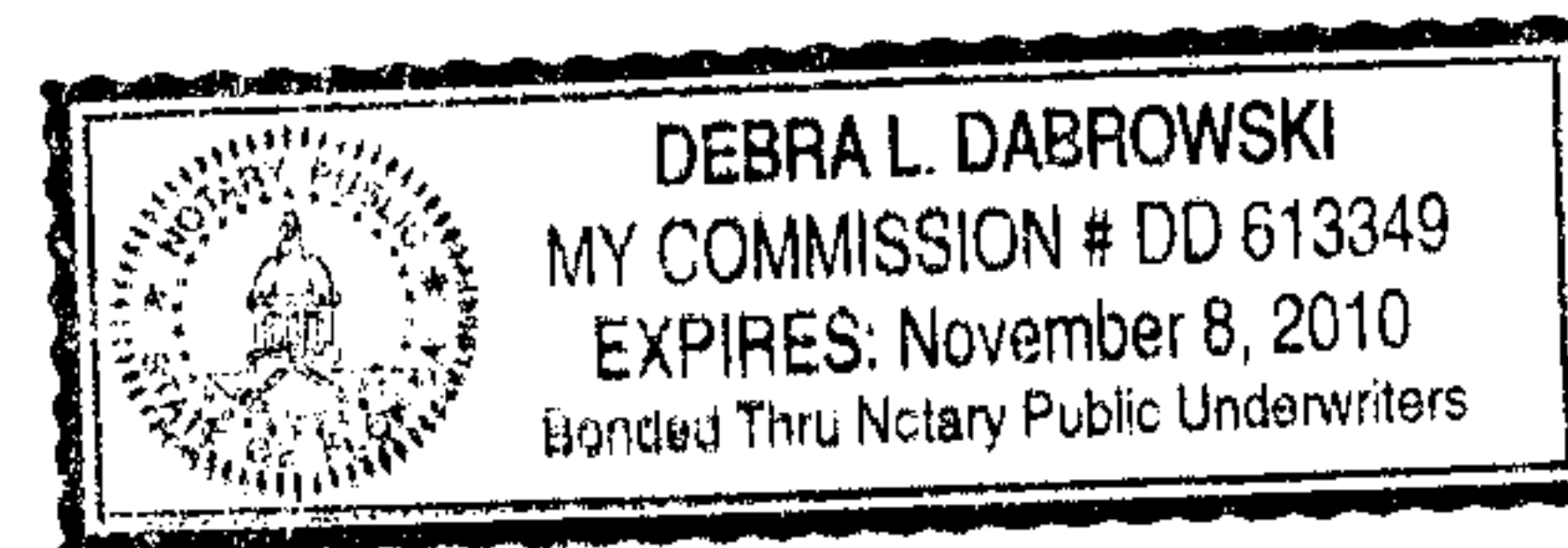
Title: Secretary


Name: Karen R. Kees

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of November, 2007 by Christopher P. Tessitore, as Executive Vice President of NNN GP Corp., a Delaware corporation, as general partner of National Retail Properties, LP, a Delaware limited partnership, on behalf of the partnership. He is personally known to me.


Print Name: DEBRA L. DABROWSKI
Notary Public, State of DEBRA L. DABROWSKI
Commission #: DEBRA L. DABROWSKI
My commission expires: _____
(NOTARY SEAL)



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by _____, as _____ of _____, a _____, on behalf of the _____. He/she is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission #: _____
My commission expires: _____
(NOTARY SEAL)



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STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2007 by _____, as _____ of _____, a _____,
on behalf of the _____. He/she is personally known to me or has produced
_____ as identification.

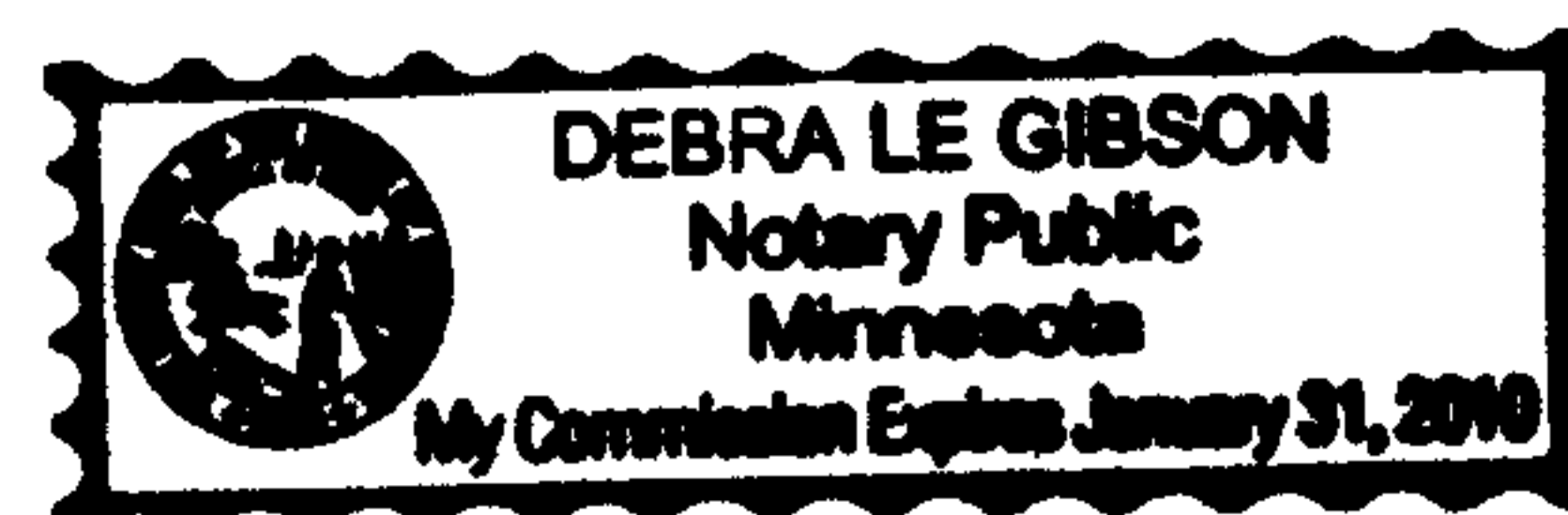
Print Name: _____
Notary Public, State of _____
Commission #: _____
My commission expires: _____
(NOTARY SEAL)

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 15th day of Nov.,
2007 by Ronald R. Kirchoff as Secretary of *, a Delaware limited
on behalf of the company. He/she is personally known to me or has produced liability
_____ as identification. company

* Car Wash Headquarters of Alabama, LLC

Debra L. Gibson
Print Name: Debra L. Gibson
Notary Public, State of MN
Commission #: _____
My commission expires: 1-31-2010
(NOTARY SEAL)



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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 3, according to the Survey of Cahaba Park South, as recorded in Map Book 9, page 164, in the Probate Office of Shelby County, Alabama, and Survey by H & A Associates, Job No. 07339, dated September 25, 2007, last revised October 31, 2007, and being more particularly described as follows:

Beginning at an iron pin located at the Northernmost corner of Lot 3, Map Book 9, Page 164, and running thence South 36 degrees 59 minutes 59 seconds East, for a distance of 167.15 feet to an iron pin; thence run South 50 degrees 30 minutes 01 second West for a distance of 210.75 feet to an iron pin located in the Northeast right of way of U.S. Highway 280 East; thence along said right of way run North 37 degrees 00 minutes 00 seconds West for a distance of 176.35 feet to an iron pin, said pin being the intersection of the Northeast right of way of U.S. Highway 280 East with the Southeast right of way of Cahaba Park Circle; thence along Cahaba Park Circle run North 53° 00' 00" East 210.55 feet to an iron pin, said pin being the true point of beginning.

Shelby County, AL 11/28/2007
State of Alabama

Deed Tax: \$4840.50