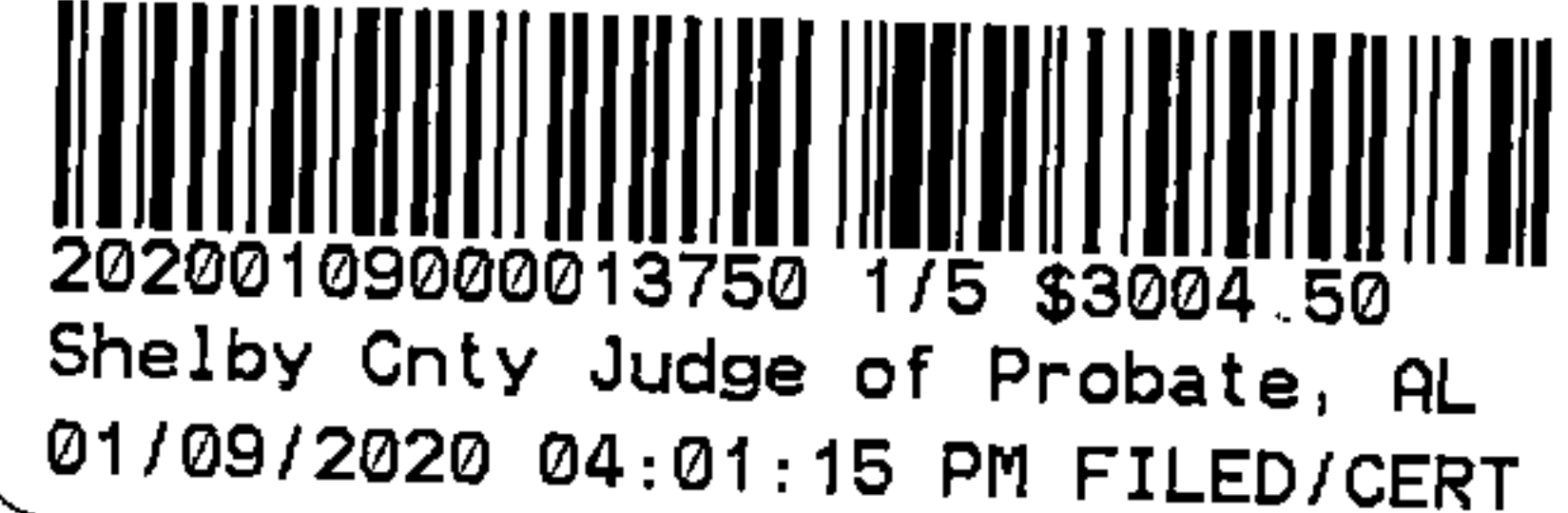


Return to:
Von Crook
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4347
File No. AL251910057V

Recording Requested By ~~and~~
~~When Recorded Return To:~~

Prepared by:

DLA Piper LLP (US)
444 W. Lake Street
Suite 900
Chicago, Illinois 60606
Attn: Caryn S. Englander



This space reserved for Recorder's use only.

Consideration: \$2,970,500.00
Lease Tax: \$2,971.00

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (hereinafter, "**Memorandum**") is made and entered into as of the 18 day of December, 2019 (the "**Effective Day**") by and between **NET LEASE SUDS III LLC**, a Delaware limited liability company (25%), and **NET LEASE SUDS IV LLC**, a Delaware limited liability company (75%), together as tenants in common, whose address is c/o Granito & Epstein CPAs, LLP, 100 Merrick Road, Suite 202 East, Rockville Centre, New York 11570 (jointly, severally and collectively "**Landlord**") and **BOING US HOLDCO, INC.**, a Delaware corporation, whose address is c/o International Car Wash Group, 6300 S Syracuse Way, Suite 205, Centennial, CO 80111 ("**Tenant**"), on the covenants, terms and conditions set forth below.

RECITALS:

A. Landlord is the fee owner of that certain parcel of land (the "**Land**") located in the County of Shelby, State of Alabama, more particularly described on **Exhibit A** attached hereto and incorporated herein, which Land is currently improved with a building. The improvements (including but not limited to such building) existing on the Land as of the Effective Date together with any and all additions, alterations, extensions and modifications thereto made by Tenant during the Term may be referred to collectively as the "**Improvements**". The Land, the Improvements, all water rights, and all easements and appurtenances in adjoining and adjacent land, highways, roads, streets and lanes, whether public or private, reasonably required for the use and benefit of the Land and Improvements, the "**Property**".

B. Landlord and Tenant have entered into this Memorandum in connection with that certain lease of the Property entered into between Landlord and Tenant on even date herewith (the "**Lease**"), to provide notice to any interested party of such Lease and of certain terms and provisions therein.

NOW, THEREFORE, the parties state and agree as follows:

For good and valuable consideration exchanged by Landlord and Tenant, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The term of the Lease shall commence on the Effective Date and the initial term shall be twenty-three (23) years.

2. **Extension Options.** Tenant has the right to extend the Term for up to four (4) additional terms of five (5) years.

3. **Non-Disturbance.** It shall be a condition of subordination of the Lease to any ground lease, mortgage, deed of trust or other similar security instrument encumbering the Property or any portion thereof that the party or parties having the benefit of same shall enter into a non-disturbance agreement benefitting Tenant in a form and substance reasonably acceptable to Tenant.

4. **Additional Provisions.** The entirety of the Lease is hereby incorporated by reference, and all of the terms thereof shall apply to and be binding upon Landlord and Tenant in connection with this Memorandum. This Memorandum is being entered into and recorded in order to give constructive notice to third parties as to the existence of the Lease and Tenant's rights thereunder. To the extent that a conflict or inconsistency may exist between any term or condition of this Memorandum and any term or condition contained in the Lease, such term or condition contained in the Lease shall govern and control.

5. **Counterparts.** This Memorandum may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

6. **Binding Effect.** All of the terms, covenants, conditions, and obligations set forth in this Memorandum shall run with the land and inure to the benefit of, and bind Landlord, Tenant and their respective personal representatives, heirs, successors, transferees and assigns.

7. **Defined Terms.** Capitalized terms used but not defined in this Memorandum shall have the meanings ascribed to such terms in the Lease.

[Signature Page Follows]


20200109000013750 2/5 \$3004.50
Shelby Cnty Judge of Probate, AL
01/09/2020 04:01:15 PM FILED/CERT

IN WITNESS WHEREOF, this Memorandum is dated as of the date and year first written above.

TENANT:

BOING US HOLDCO, INC.,
a Delaware corporation

By: Jean Jacquemetton
Name: Jean Jacquemetton
Title: Vice President

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

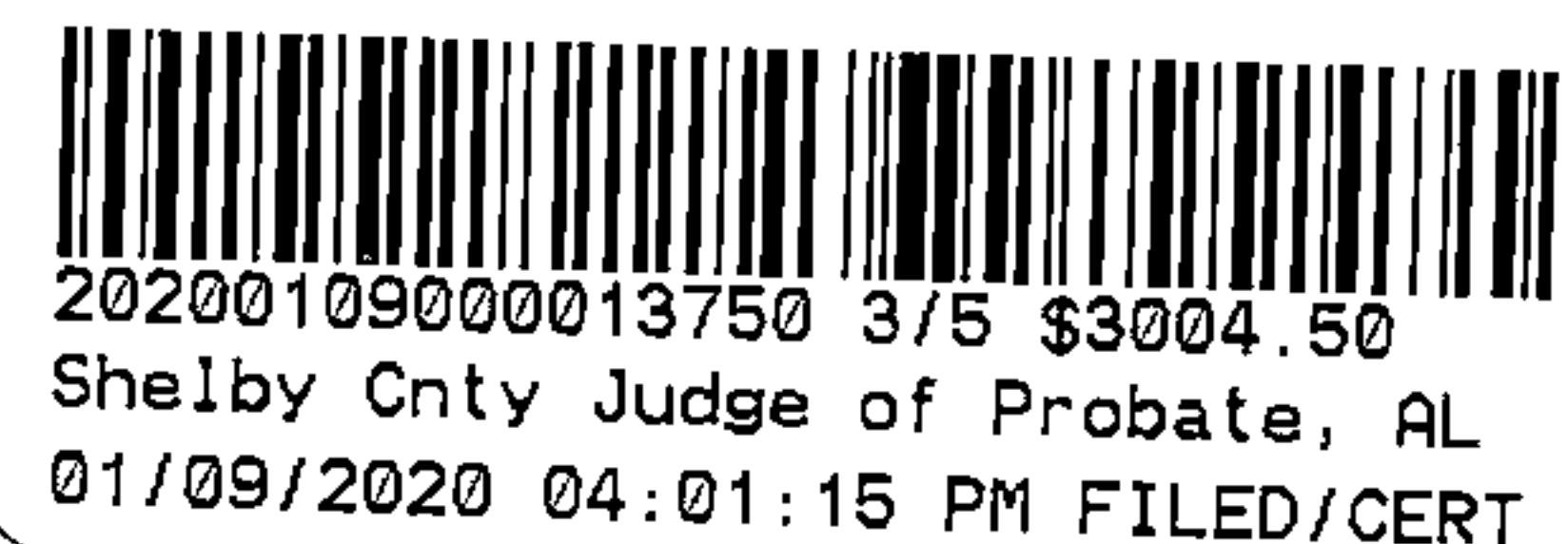
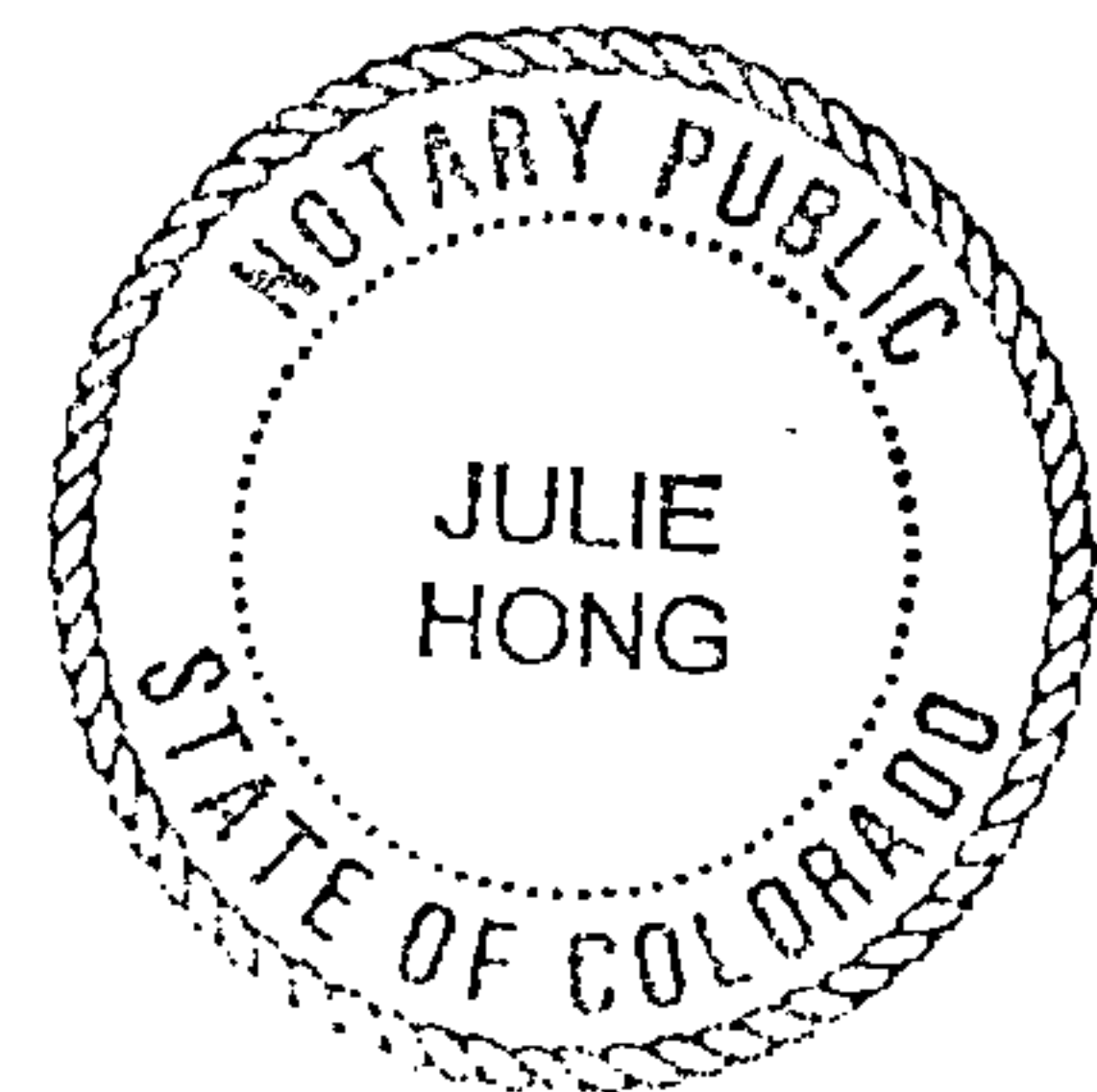
Before me, the undersigned Notary Public, on this 16th day of December, 2019, personally appeared Jean Jacquemetton, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be Vice President of Boing US Holdco, Inc., a Delaware corporation, and who acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

[Signature]
Notary Public

My Commission Expires:

3/1/2020

[Notarial Seal]



LANDLORD (jointly, severally and collectively):

NET LEASE SUDS III LLC,
a Delaware limited liability company

By: [Signature]
Name: Michael K. Federman
Its: Authorized Representative

NET LEASE SUDS IV LLC,
a Delaware limited liability company

By: [Signature]
Name: Michael K. Federman
Its: Authorized Representative

STATE OF New York)
) SS.
COUNTY OF New York)

Before me, the undersigned Notary Public, on this 16th day of December, 2019, personally appeared Michael K. Federman, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be Authorized Representative of NET LEASE SUDS III LLC, a Delaware limited liability company, and who acknowledged to me that s/he executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

[Signature]
Notary Public

[Notarial Seal]

My Commission Expires:

9/9/2023

STATE OF New York)
) SS.
COUNTY OF New York)

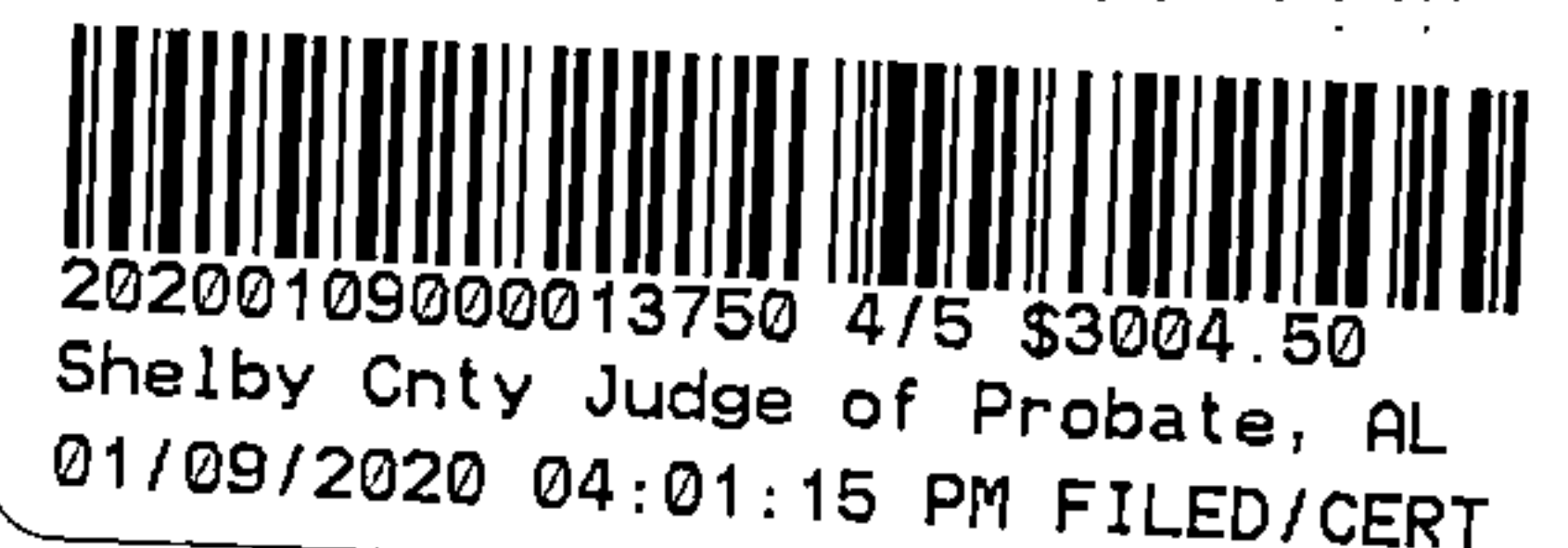
Before me, the undersigned Notary Public, on this 16th day of December, 2019, personally appeared Michael K. Federman, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be Authorized Representative of NET LEASE SUDS IV LLC, a Delaware limited liability company, and who acknowledged to me that s/he executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

[Signature]
Notary Public

[Notarial Seal]

My Commission Expires:

9/9/2023



PETER JOSEPH MANNARINO
Notary Public, State of New York
No. 02MA6397626
Qualified in New York County
Commission Expires Sep 9, 2023

PETER JOSEPH MANNARINO
Notary Public, State of New York
No. 02MA6397626
Qualified in New York County
Commission Expires Sep 9, 2023

Exhibit A

LEGAL DESCRIPTION

4758 US-280, Birmingham, Alabama

Parcel 1 (Fee Simple):

All that lot, tract or parcel of land lying, situate and being located in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly shown and identified as LOT "B", 56,750 SQ. FT. ±, 1.303 ACRES ± on that certain plat of survey entitled "SPECTRUM - 280 SUBDIVISION," dated April 29, 2003, prepared by Laurence D. Weygand, Reg. RE. & L.S. # 10373, which plat of survey was recorded on January 27, 2004, in Map Book 32, page 111, in the Office of the Probate Judge of Shelby County, Alabama, to which plat reference is made for the more particular description of said LOT B.

Parcel 2 (Appurtenant Easement No. 1):

TOGETHER WITH an Easement for the benefit of Parcel 1 as created by that certain Easement Agreement between Spectrum Realty, Inc., and DLR Associates, LLC, dated May 2, 2005, and recorded May 4, 2005, in Instrument No. 20050504000212310, Shelby County, Alabama records.

Parcel 3 (Appurtenant Easement No. 2):

FURTHER TOGETHER WITH a non-exclusive easement for ingress only for the benefit of Parcel 1 contained in Warranty Deed between Dewberry Real Estate Company, Inc. (Grantor) and Gulf Oil Corporation (Grantee) dated June 28, 1979, and recorded July 2, 1979, in Book 320, Page 427, aforesaid records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to extent such covenants conditions or restrictions violate 42 USC 3604(c); as affected by Waiver of Restriction and Further Imposition of Restrictions dated February 11, 2005, and recorded May 4, 2005, in Instrument No. 20050504000212330, Shelby County Judge of Probate, Alabama records; as affected by Agreement between Southhall of Hoover, LLC; The Industrial Board of the City of Vincent; and DLR Associates, LLC, dated May 2, 2005, and recorded May 4, 2005, in Instrument No. 20050504000212340, aforesaid records.


20200109000013750 5/5 \$3004.50
Shelby Cnty Judge of Probate, AL
01/09/2020 04:01:15 PM FILED/CERT

Shelby County, AL 01/09/2020
State of Alabama
Deed Tax: \$2970.50