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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2010-37464

12/27/2010 1:44:35 PM

Lloyd J. Dowling

REGISTER OF DEEDS



Prepared by:

Nicole S. Loeffler

Manning, Fulton & Skinner, P.A.

3605 Glenwood Avenue

Raleigh, NC 27612

(919) 787-8880

Return to:

Daniel McClish

Stewart Title Guaranty Company

5935 Carnegie Blvd., Suite 101

Charlotte, NC 28209

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is made this 16th day of December, 2010 between NATIONAL RETAIL PROPERTIES, LP ("**Landlord**") and GENERAL PARTS DISTRIBUTION LLC ("**Tenant**").

WITNESSETH

Landlord and Tenant have entered into a Lease (the "**Lease**") dated December 16, 2010, whereby Landlord has leased to Tenant that certain premises located on that certain real property located in Sarpy County, State of Nebraska (the "**Leased Premises**"), the legal description of which Premises is set for on **Exhibit "A"** attached hereto. The Lease contains provisions and rights appurtenant to the Leased Premises, some of which are as follows:

- I. **Term.** The term of this Lease is for a period of Five (5) years from the "**Rent Commencement Date**" (as established in the Lease), commencing on the "**Commencement Date**" (as established in the Lease). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for Two (2) successive periods of five (5) years each.
- II. **Successors.** The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.

CH

- III. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.

- IV. Conflicts with Lease. This Memorandum is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern.

- V. Alterations – No Right to Lien Fee Interest in Leased Premises for Tenant’s Work. If required by the laws of the State in which the Premises is located, prior to commencement by Tenant of any work on the Premises Tenant shall record or file a notice of the commencement of such work or any similar notice required by state law in the land records of the County in which the Premises is located, identifying Tenant as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any such notice shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of Landlord as the fee simple owner of the Premises shall not be subject to mechanics or materialmen’s liens on account of the work which is the subject of such notice. A copy of any such notice shall be furnished to and approved by Landlord prior to the recording or filing thereof, as aforesaid.

[SIGNATURE BLOCK AND NOTARY ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Memorandum has been duly executed by the parties hereto as of the day and year first above written.

WITNESS:

TENANT:

GENERAL PARTS DISTRIBUTION LLC,
a North Carolina limited liability company

[Signature]

By: [Signature]
Print: Richard P. McCook
Title: Executive Vice President, Chief Financial Officer & Treasurer

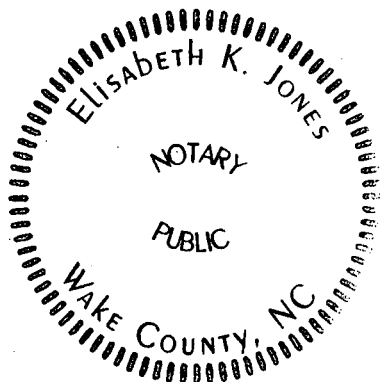
[Signature]

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned Notary Public, certify that Richard P. McCook as Executive Vice President, Chief Financial Officer & Treasurer of General Parts Distribution LLC, appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company for the purposes therein expressed.

Witness my hand and Notarial Stamp/Seal this 13th day of December, 2010.



Notary Public: Elisabeth K Jones
Printed Name: Elisabeth K Jones
My Commission Expires: 11/24/2013

C

WITNESS:

LANDLORD:

Kella Schaible
Kella Schaible

NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership

Eva Eller
Eva Eller

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

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

STATE OF FLORIDA

COUNTY OF ORANGE

I, the undersigned Notary Public, certify that 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, before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited partnership for the purposes therein expressed.

Witness my hand and Notarial Stamp/Seal this 15th day of December, 2010.



Notary Public: Kella Schaible
Printed Name: Kella Schaible
My Commission Expires: _____

Exhibit "A"
Legal Description

PART OF LOT 18-B, IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13, EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 299.3 FEET WEST OF AND 203 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST; THENCE WEST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 259.52 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY # 73 AND # 75; THENCE SOUTHEASTERLY WITH AN INTERIOR ANGLE OF 65 DEGREES 57 MINUTES, A DISTANCE OF 70.12 FEET ALONG SAID EAST RIGHT OF WAY; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE WITH AN INTERIOR ANGLE OF 174 DEGREES 17 MINUTES, A DISTANCE OF 76.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15; WITH AN INTERIOR ANGLE OF 119 DEGREES 46 MINUTES, A DISTANCE OF 192.45 FEET; THENCE NORTHERLY WITH AN INTERIOR ANGLE OF 90 DEGREES 20 MINUTES, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

EASEMENT AGREEMENT FOR TERMINATION OF PRIOR EASEMENT AND FOR GRANT OF NEW MUTUAL PERMANENT EASEMENTS FOR INGRESS AND EGRESS AND FOR MAINTENANCE, FILED MAY 4, 1999 IN INSTRUMENT NO. 99-13368.

EASEMENT LICENSE AGREEMENT MADE BY AND BETWEEN QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, AND GPI PROPERTIES 1997 LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, DATED APRIL 19, 1999, FILED MAY 4, 1999, IN INSTRUMENT NO. 99-13366.

1307 N Fort Crook Road, Bellevue, NE 68005