

Recording requested by and mail to:  
JETZ SERVICE CO., INC.  
2260 Profit Drive  
Indianapolis, Indiana 46241

EXHIBIT A

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered on this 23<sup>rd</sup> day of November, 2020 by and Village of Hope LP (hereinafter referred to as "LESSOR") and JETZ SERVICE CO., INC., (hereinafter referred to as "LESSEE"). Lessor by these premises does lease to Lessee, and Lessee does hereby accept the possession of the room or rooms described below and located on the real property and improvements consisting of 40 multi-housing units, located at 12<sup>th</sup> NE Monroe Street, Gary, Indiana 46407. Lessor warrants and represents that only 0 units are plumbed with their own washer and or/dryer connections.

Lessor and Lessee have entered into an unrecorded lease containing the provisions included herein and certain additional provisions. The provisions of the unrecorded lease are incorporated herein by this reference. A copy of the unrecorded lease is available for inspection by persons having a legitimate interest in the Property from the Home Office of the Lessee located at 901 NE River Road, Topeka, Kansas 66616-1133.

**1. Exclusive use and possession of the Leased premises.** Lessor does hereby grant, convey and transfer to Lessee the exclusive use and possession of certain premises, described as encompassing approximately 300 square feet for its use as a laundry facility (hereinafter referred to as the "Leased Premises"). *See Exhibit B*

**2. Term.** The term of this lease shall be for nine (9) year(s) and one (1) month(s) from the date of final execution of this lease agreement, plus any applicable renewal provisions. The Lessee is hereby given a right of first refusal to meet any competitive bid(s) to continue providing laundry service, or, for the purchase of laundry equipment by Lessor or its agent to serve the property in which the leased property is located, if this lease is not renewed or expired.

**3. Assignment or Transfer.** This lease shall be binding upon the parties hereto, their respective heirs, personal representatives, successors, assigns or transferees.

**4. Non-Competition Clause.** This lease contains a covenant by the Lessor not to compete, which is binding upon, and inure to the benefits of the heirs, administrators, successors, and assigned of Lessor.

STATE OF INDIANA )  
 )ss  
COUNTY Marion )  
BY Chasity Sidony )  
Print Name )  
Village of Hope, LP ) LESSOR

SIGN HERE

by Chasity Sidony This instrument was acknowledged before me on Dec. 3<sup>rd</sup>, 2020  
Name as Manager/Accountant of Village of Hope, LP  
Title Company

My commission expires: 8/11/2022  
STATE OF Indiana )  
COUNTY Marion )  
MELANIE M. DE LA CRUZ  
Notary Public, State of Indiana  
Marion County  
My Commission Expires  
March 11, 2022  
JETZ SERVICE CO., INC. )  
BY James Aycock )  
Print Name )  
James Aycock )  
LEESSE

by James Aycock This instrument was acknowledged before me on 7<sup>th</sup> December, 2020  
as Branch Manager of Jetz Service Co., Inc.

My commission expires: 8-20-2026  
ID 70531  
Notary Public within and for said County and State

This instrument was prepared by BRAD ANGLEBAE

"I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

BRAD ANGLEBAE



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8. **Utilities and Maintenance.** Lessor does hereby agree that it will provide all utility and venting service necessary for proper operation and maintenance of the laundry equipment which the Lessee deems fit to place within the leased premises; that the Lessee hereby grants to Lessor, as part of said lease, the right to come on to the premises to perform all necessary janitorial and maintenance services for the leased premises, including but not limited to maintaining the leased premises in good repair and cleanliness. If Lessee's laundry services are interrupted for any reason other than Lessee's negligence, Lessee may extend the term of the Lease for a period of time equal to the period of such interruption, by written notice thereof to Lessor. The Lessee shall not be responsible for property damage or personal injury due to lack of or inadequacy of a floor drain in the leased premises.

9. **Home Office Approval.** This lease, and any modification and/or addendum(s) to this lease, shall require written approval of Lessee's Home Office before becoming effective, and shall immediately become effective upon such approval, with or without notification to Lessor.

10. **Non-Competition Clause.** Lessor agrees that during the life of this lease, Lessor shall not furnish, provide, lease, rent or in any manner cause to be installed or enter into any agreement with anyone other than Lessee to furnish, provide, lease, rent or in any manner cause to be installed washers and/or dryers in any of the rental units or any other location at Village of Hope Apartments including pick-up/drop-off laundry services to the residents without the express written consent of Lessee. The provisions of this paragraph shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of Lessor.

11. **Laundry Maintenance.** During the term of this lease, Lessor shall provide to Lessee all utilities including hot and cold water systems, water softener and maintain all other systems within the leased premises, keeping them in good repair and in a neat and orderly condition, free of litter or dirt so as to be attractive to Lessor's tenants and Lessee's customers. Lessee is to be furnished with all keys and/or door entry codes necessary to obtain free access to the laundry room(s). In the event Lessor shall fail to provide such services, Lessee may but shall not be obligated to provide the same and in the event Lessee provides such services it may deduct any and all necessary costs or expenses associated therewith from sums due Lessor hereunder.

12. **Lease and Not-a License.** This lease shall be construed in all respects as a lease and not a license and the parties agree that their relationship is that of landlord and tenant under the laws of the State of Indiana Verue for any legal proceedings shall be in Marion County, Indiana. This lease or a memorandum thereof may be recorded at Lessee's expense in the Land Records of the jurisdiction where the lease premises are located.

13. **All Locations.** Both parties to this agreement agree that this Lease will apply to all locations and addresses generally associated with this project.

14. **Attorney Fees.** In addition to any other remedy Lessee may have under this Lease, if Lessee incurs any expense, including reasonable attorney's fees, by reason of the default or breach of this Lease by Lessor, Lessee shall be entitled to recover such expense and may deduct from rents or by court ordered reimbursement.

15. **Notices.** Neither party shall declare a default of this Lease prior to giving the other party notice specifying the default and giving the other party not less than ten (10) business days from receipt of the notice in which to cure the default. All notices permitted or required by this Lease shall be in writing and sent postage prepaid by certified mail or by a recognized overnight courier service which provides evidence of delivery.

16. **Covenants Running with the Property.** The provisions of this agreement shall be covenants running with the ownership of the real property described on Exhibit A and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, successors, or assigns including, without limitation, any person or entity who shall obtain ownership of the real property by assignment, contract for sale, warranty deed, quit claim deed, or by operation of law through a judicial foreclosure or bankruptcy sale. Failure of the Lessor to secure said assignment shall, at Lessee's option, constitute a breach of the Lease and shall not serve to relieve Lessor or the purchaser or transferee of any of the obligations under the Lease which shall continue for the remainder of the Term.

17. **Entire Agreement.** This agreement contains the entire agreement of the parties. There are no representations, warranties, or agreements other than those expressly set forth herein. No other agreement, representations or warranty and no modification or waiver thereof shall be binding unless reduced to writing and signed by both parties.

18. **Replace and Supersede.** This lease shall replace and supersede a similar agreement by and between Jetz Service Co., Inc. and Village of Hope, LP dated 8th November 2017.

This Lease may be executed in counterparts and by electronically transmitted signatures of the parties. Each counterpart with electronically transmitted signatures shall be considered and original.

LESSEE: JETZ SERVICE CO., INC.

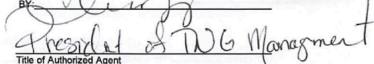
LESSOR: Village of Hope, LP

BY: 

BY: 

APPROVED BY HOME OFFICE

BY: \_\_\_\_\_

  
Title of Authorized Agent

Lessee's Mailing Address  
JETZ SERVICE CO., INC.  
2260 Profit Drive  
Indianapolis, Indiana 46241

PAY RENT TO: Village of Hope, LP  
C/O TWG Development Co., Inc  
333 N. Pennsylvania Street  
Indianapolis, Indiana 46204

RECEIVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

# NOT AN OFFICIAL DOCUMENT

EXECUTED AND DELIVERED IN MY PRESENCE, the foregoing instrument was executed in my presence this 3<sup>rd</sup> day of December, 2020. Further, I represent and warrant that: 1) I am not a party to the foregoing instrument; 2) I do not benefit from the transactions contemplated in the foregoing instrument; 3) I have provided satisfactory proof of my identity; and 4) I make these representations under the penalties of perjury.

WITNESSED

Signed: Hilary O'Brien  
Printed: Hilary O'Brien

STATE OF INDIANA

COUNTY OF Marion

)  
) SS:  
)

Before me, a Notary Public in and for said County and State, personally appeared the above-named witness, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by the foregoing instrument's signatory or signatories, in the above-named subscribing witness's presence, and that the above-named witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds related to the transaction.

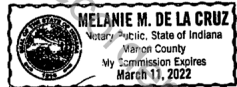
Witness my hand and Notarial Seal this 3<sup>rd</sup> day of DECEMBER, 2020.

My Commission Expires:

March 11, 2022

County of Residence:

Marion



Melanie M. De La Cruz  
Notary Public, Signed

MELANIE DE LA CRUZ  
Notary Public, Printed

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Form **W-9**  
(Rev. October 2018)Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give Form to the  
requester. Do not  
send to the IRS.Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
□ □ □ □ - □ □ - □ □ □ □	
OR	
Employer identification number	
□ □ - □ □ □ □ □ □ □ □	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶	ISSUE
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1:

Lot 1 in the Village of Hope 1 Subdivision recorded in Plat Book 108, Page 98, Instrument Number 2016-021834 in the Office of the Recorder of Lake County, Indiana.

PARCEL 2:

Lot 1 in the Village of Hope 2 Subdivision recorded in Plat Book 108, Page 97, Instrument Number 2016-021833 in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder