

MEMORANDUM OF LEASE

20071227000578710 1/4 \$1001.50
Shelby Cnty Judge of Probate, AL
12/27/2007 08:10:38AM FILED/CERT

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20 THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of the day of December, 2007, by and between **THE MANIS FAMILY LIMITED PARTNERSHIP**, a Georgia limited partnership ("Landlord"), and **BUILDERS FIRST SOURCE - SOUTHEAST GROUP, LLC**, a Delaware limited liability company ("Tenant").

A. Reference is made to that certain Lease Agreement dated of even date herewith (the "Lease") by and between Landlord and Tenant covering certain real property and improvements thereon located in Shelby County, Alabama, as more particularly described on **EXHIBIT "A"** attached to this Memorandum and incorporated herein by reference ("**Premises**").

B. Landlord and Tenant desire to place their interests in the Lease as a matter of record.

C. Unless otherwise defined, all defined terms in this Memorandum have the same meaning as in the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The term of the Lease is five (5) years commencing on the Commencement Date (i.e., the date of the Lease).

2. Tenant has the option to extend the Lease for two (2) separate renewal terms of five (5) years each.

3. Tenant has an option to purchase the Premises under certain circumstances, subject to the terms and conditions set forth in the Lease.

4. The covenants, conditions and agreements made and entered into by Landlord and Tenant hereto shall be binding upon and inure to the benefits of their respective successors and assigns.

5. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth in this Memorandum.

6. This Memorandum of Lease 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 the Lease and the provisions of this Memorandum, the provisions of the Lease shall govern.

(signature blocks on following pages)

Shelby County, AL 12/27/2007
State of Alabama

Deed Tax: \$981.50

20071227000578710 2/4 \$1001.50
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IN WITNESS WHEREOF, Landlord and Tenant have signed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

THE MANIS FAMILY LIMITED PARTNERSHIP,
a Georgia limited partnership

By: Manis Real Estate Investments, LLC,
a Georgia limited liability company,
General Partner

By: James T. Manis, Manager
James T. Manis, Manager

By: Mark W. Manis, mgr
Mark W. Manis, Manager

THE STATE OF Georgia
COUNTY OF Floyd

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I, MARY Ann Wade, a Notary Public, in and for said County in said State, hereby certify that James T. Manis and Mark W. Manis whose names as Managers for The Manis Family Limited Partnership are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their capacity as such Managers, executed the same voluntarily on the day the same bears date. Given under my hand this 20th day of December, 2007.

Mary Ann Wade
Notary Public for the State of 8/14/10

TENANT:

**BUILDERS FIRST SOURCE –
SOUTHEAST GROUP, LLC,**
a Delaware limited liability company

By: Donald F. Mc Aleenian
Name: DONALD F. McALEENIAN
Title: SR. VICE PRESIDENT

STATE OF TEXAS

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COUNTY OF DALLAS

I, April May, a Notary Public, in and for said County in
said State, hereby certify that Donald F. Mc Aleenian whose name as
Senior Vice President for Builders First Source – Southeast Group, LLC is signed to the
foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed
of the contents of the conveyance, he, in his capacity as such Senior Vice President,
executed the same voluntarily on the day the same bears date. Given under my hand this 20 day of
December, 2007



APRIL MAY
Notary Public -State of Texas
My Commission Expires
July 1, 2011

April May
Notary Public for the State of Texas

Prepared By and Return To:

Mark E. Bishop
Kelly Hart & Hallman LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76102

EXHIBIT "A"
LEGAL DESCRIPTION

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The following land located in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 26, Township 19 South, Range 1 West, in the County of Shelby, and State of Alabama, being more particularly described as follows:

Commence at an axle with 4" x 4" concrete witness monument being the Southeast corner of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 88° 42' 05" West along the South boundary of said section for a distance of 187.31 feet (set 1/2" rebar) to the point of beginning. From this beginning point continue South 88° 42' 05" West along the South boundary of said section for a distance of 626.55 feet (set 1/2" rebar) to a point on the Easterly right-of-way of Shelby County Paved Road No. 433, said point being a point on the curvature of a concave curve right having a delta angle of 29° 13' 35" and a radius of 151.77 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 32° 07' 51" West, 76.58 feet (set 1/2" rebar) to the P. T. of said curve; thence proceed North 17° 31' 03" West along the Easterly right-of-way of said road for a distance of 122.30 feet (set 1/2" rebar) to the P. C. of a concave curve left having a delta angle of 33° 45' 17" and a radius of 798.09 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 34° 23' 42" West, 463.41 feet (set 1/2" rebar) to the P. T. of said curve; thence proceed North 51° 16' 21" West along the Easterly right-of-way of said road for a distance of 199.78 feet (set 1/2" rebar) to the P. C. of a concave curve right having a delta angle of 05° 54' 46" and a radius of 257.13 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 48° 18' 58" West, 26.54 feet (set 1/2" rebar) to its point of intersection with the West boundary of the Southeast one-fourth of the Southeast one-fourth of said Section 26; thence proceed North 00° 13' 16" West along the West boundary of said quarter-quarter section for a distance of 59.32 feet (set 1/2" rebar) to a point on the Southerly right-of-way of the CSX Railroad (100 foot right-of-way), said point being South 0° 13' 16" East of and 551.69 feet from a 1" open top pipe in place accepted as the Northwest corner of the Southeast one-fourth of the Southeast one-fourth of said Section 26; thence proceed North 66° 23' 01" East along the Southerly right-of-way of said CSX Railroad for a distance of 744.90 feet (set 1/2" rebar); thence proceed South 23° 36' 59" East for a distance of 1146.03 feet to the point of beginning.