

This instrument prepared by:

Sally S. Reilly
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209


20151222000435100 1/5 \$1086.50
Shelby Cnty Judge of Probate, AL
12/22/2015 08:08:07 AM FILED/CERT

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum") is entered into this 4th day of Dec., 2015, between Fyler Oil, LLC, a Kansas limited liability company, and LCF, LLC, a Kansas limited liability company (together, "Landlord"); and Bama-1RE, LLC, a Kansas limited liability company ("Tenant"), upon the following terms.

1. **Lease.** The provisions set forth in a written lease between the parties hereto with an Effective Date, as defined therein, of June 25, 2015 ("Lease"), are hereby incorporated by reference into this Memorandum.
2. **Demised Property.** Landlord has demised and let to Tenant the real property as more particularly described on **Exhibit A** attached hereto and made a part hereof ("Leased Premises").
3. **Term.** The initial term of the Lease shall begin on the Effective Date and shall continue for a period of twenty (20) years after the Rent Commencement Date (defined below). Tenant will have the right, at its election, to extend the term of the Lease for two (2) consecutive renewal terms of ten (10) years each (each an "Option Period") commencing on the day following the last day of the initial term or first Option Period, as applicable, and terminating ten (10) years thereafter, on the same terms and conditions set forth in the Lease.
4. **Rent Commencement Date.** The Rent Commencement Date, as defined in the Lease, is the date that is the earlier to occur of Tenant's substantial completion of the Improvements, as defined in the Lease, or one hundred fifty (150) days after the Effective Date.
5. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease in order that third parties may have notice of the estate of Tenant in the Leased Premises and of the Lease, but in no way modifies the express and particular provisions of the Lease. All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference as though written out at length herein. In the event of any inconsistency between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

Shelby County, AL 12/22/2015
State of Alabama
Deed Tax: \$1060.50



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IN WITNESS WHEREOF, the Landlord and Tenant have caused this Memorandum to be executed by their respective duly authorized representatives as of the date first above written.

LANDLORD:

Fyler Oil, LLC, a Kansas limited liability company

By: Michael A. Fyler

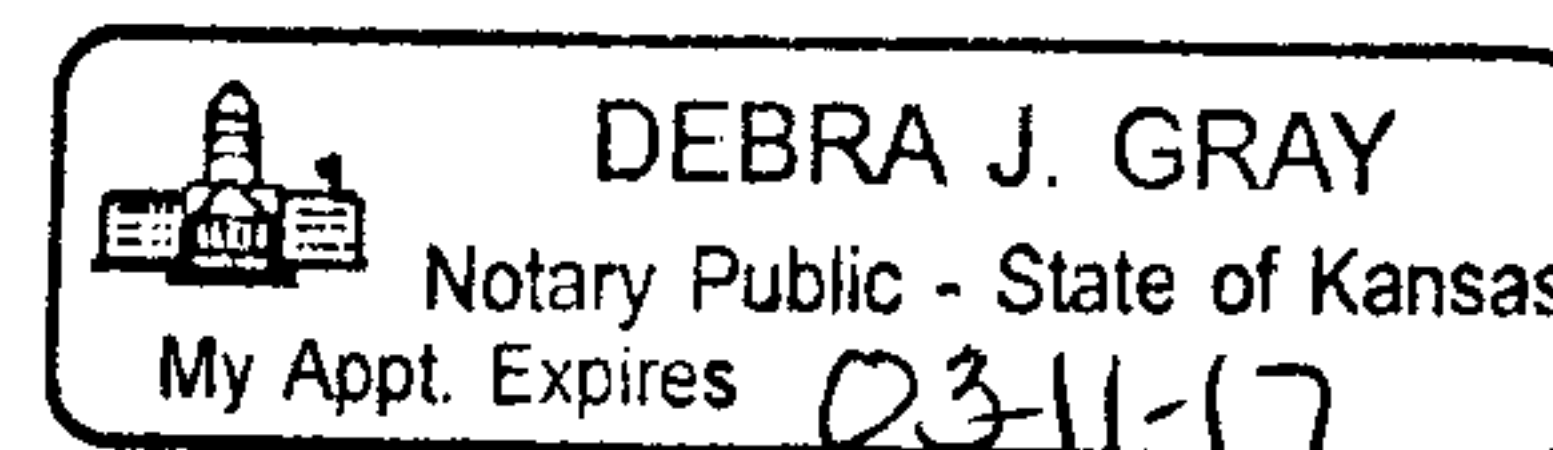
Name: Michael A. Fyler

Title: Operating Manager

STATE OF Kansas
COUNTY OF McPherson

I, the undersigned, a Notary Public in and for the County in said State, hereby certify that Michael A. Fyler whose name is signed to the preceding document and who is known to me or proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, personally appeared before me this day and acknowledged that, being informed of the contents of the preceding document, he/she executed the same voluntarily as Operating Manager of Fyler Oil, LLC, a Kansas limited liability company.

Witness my hand and official seal this 4th day of Dec., 2015.



Debra J. Gray

Notary Public

Printed Name: Debra J. Gray

My commission expires: 03/11/17

LANDLORD:

LCF, LLC, a Kansas limited liability company

By: [Signature]

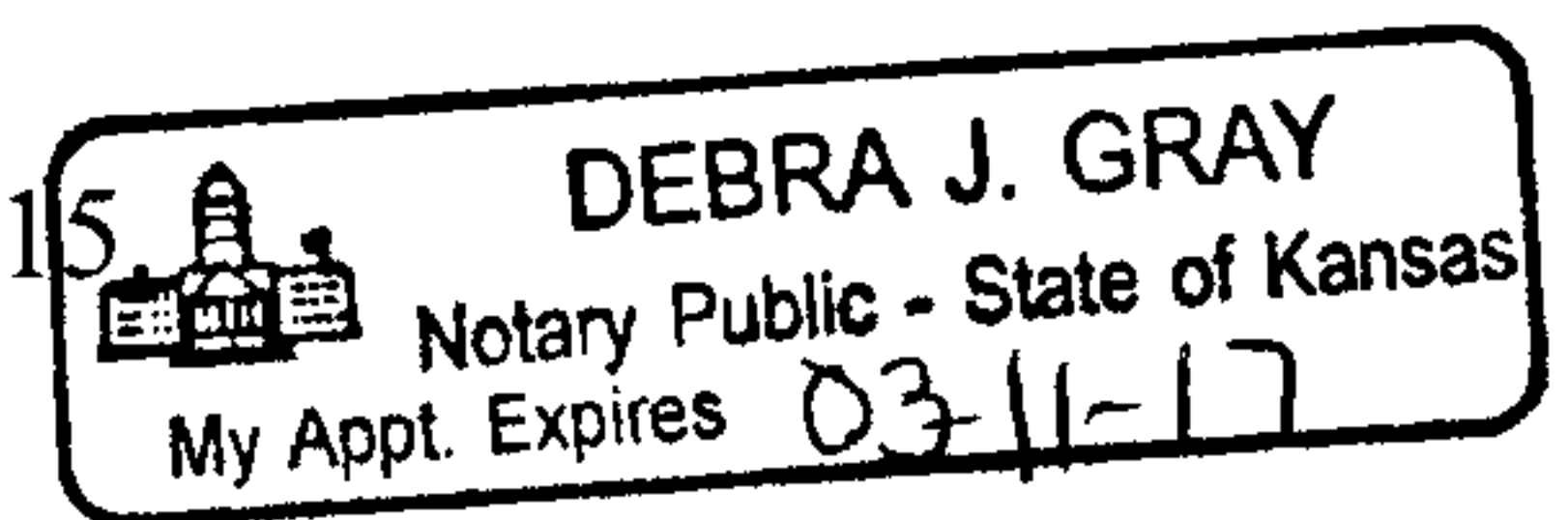
Name:

Title:

STATE OF Kansas
COUNTY OF McPherson

I, the undersigned, a Notary Public in and for the County in said State, hereby certify that Larry Catten, whose name is signed to the preceding document and who is known to me or proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, personally appeared before me this day and acknowledged that, being informed of the contents of the preceding document, he/she executed the same voluntarily as Operating Mgr. of LCF, LLC, a Kansas limited liability company.

Witness my hand and official seal this 4th day of DEC., 2015




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[Signature]
Notary Public
Printed Name: Debra J. Gray
My commission expires: 03-11-17

TENANT:

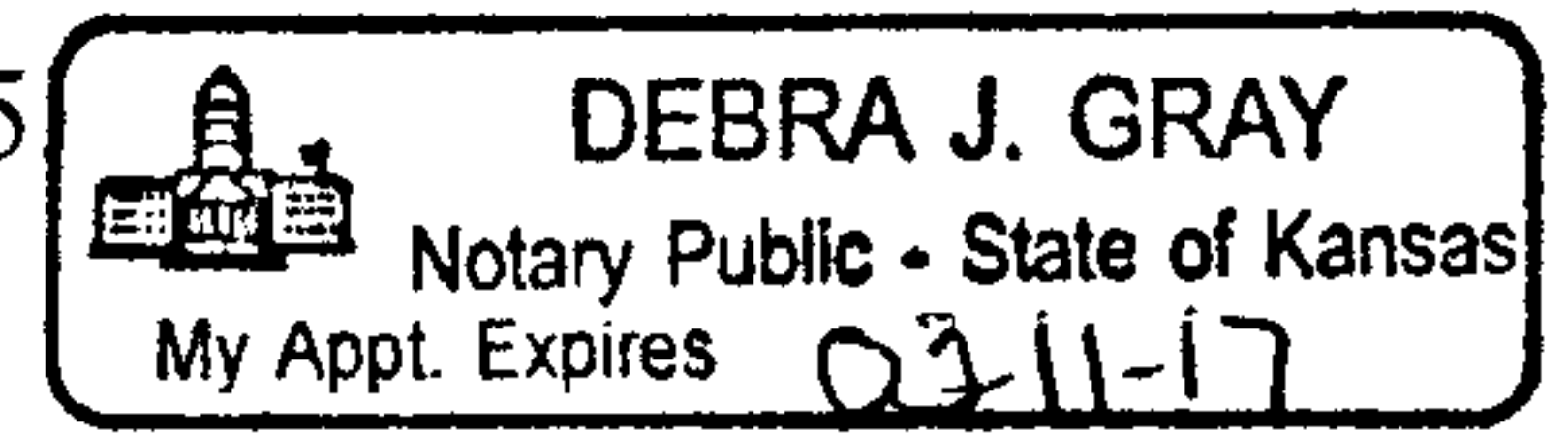
Bama-1RE, LLC, a Kansas limited liability company

By: Michael A. Fyler
Name: Michael A. Fyler
Title: operating manager

STATE OF Kansas
COUNTY OF McPherson

I, the undersigned, a Notary Public in and for the County in said State, hereby certify that Michael Fyler, whose name is signed to the preceding document and who is known to me or proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, personally appeared before me this day and acknowledged that, being informed of the contents of the preceding document, he/she executed the same voluntarily as operating mgr. of Bama-1RE, LLC, a Kansas limited liability company.

Witness my hand and official seal this 4th day of Dec., 2015




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Debra J. Gray
Notary Public
Printed Name: Debra J. Gray
My commission expires: 03-11-17

EXHIBIT A

Legal Description

Lots 4 and 5, Village at Lee Branch
Section 1, Phase 2, Birmingham, Alabama

map book 45 p. 42



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