

PREPARED BY:

Kutak Rock LLP

1801 California Street, Suite 3000

Denver, CO 80202

Attention: Nathan P. Humphrey, Esq.

TO BE RETURNED TO:

Fidelity National Title

National Commercial Services - Atlanta

5565 Glenridge Connector, Suite 300

Atlanta, GA 30342

Attention: Toni Carter

APN: 1226-03-310-025 and
026**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "Memorandum") is made effective as of September 25, 2018, by and between **STORE MASTER FUNDING XIV, LLC**, a Delaware limited liability company ("Lessor"), whose address is 8377 E. Hartford Drive, Suite 100, Scottsdale, Arizona 85255, and **ACS OPCO LLC**, a Delaware limited liability company ("Lessee"), whose address is 1311 E. Woodhurst Drive, Springfield, MO 65804.

Recitals

Lessor and Lessee entered into that certain Master Triple Net Lease Agreement (the "Lease") of even date herewith (the "Effective Date"), the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, certain parcels of real property, including, without limitation, that certain real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. The term of the Lease commences as of the Effective Date and expires on September 30, 2033, unless extended as provided below or terminated sooner as provided in the Lease.

2. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to four (4) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.

3. NOTICE IS HEREBY GIVEN THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE LEASE, LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES OR LESSEE'S LEASEHOLD INTEREST THEREIN AND ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID.

4. Except as otherwise expressly provided in the Lease, Lessee may not assign its interest in the Lease in any manner whatsoever without the prior written consent of Lessor.

5. Except as otherwise expressly provided in the Lease, any addition to or alteration of the Premises shall automatically be deemed part of the Premises and belong to Lessor.

6. The Lease is a "true lease"; the only relationship created thereby is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

7. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained by persons with a legitimate interest therein from Lessor or Lessee at the addresses set forth above.

8. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. To the extent that the terms hereof are inconsistent with the terms of the Lease, the terms of the Lease shall control.

9. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSOR:

STORE MASTER FUNDING XIV, LLC, a
Delaware limited liability company

By: *Michael T. Bennett*

Name: Michael T. Bennett

Title: Executive Vice President – General Counsel

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

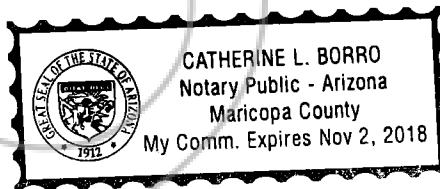
The foregoing instrument was acknowledged before me on September 11, 2018 by Michael T. Bennett, as Executive Vice President – General Counsel of STORE MASTER FUNDING XIV, LLC, a Delaware limited liability company, on behalf of the company.

Catherine L. Borro
Notary Public

Catherine L. Borro

My Commission Expires:

11/2/2018



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Los Angeles)

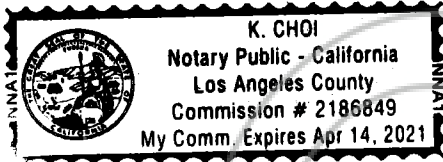
On September 18, 2018 before me, K. Choi, Notary Public

personally appeared Jordan Katz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: K. Choi
Signature of Notary Public

Place Notary Seal Above **OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memorandum of Lease

Capacity(ies) claimed by Signer(s)

Signer's Name: Jordan Katz

- Corporate Officer – Title(s): President
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: ACS Opco LLC

EXHIBIT A

PREMISES

Address: 1405 Industrial Way, Gardnerville, Nevada 89410

Legal Description:

Parcel 1 (APN: 1220-03-310-025):

A parcel of said land being a portion of Section 3, Township 12 North, Range 20 East, M.D.B. & M., and of Parcel "B" as shown on that certain Map entitled Carson Valley Industrial Park recorded as Document No. 47572 on March 30, 1970, Official Records of Douglas County, Nevada, described as follows:

Commencing at the Southeast corner of said Parcel "B" on the Westerly right-of-way of Industrial Way; Thence along the Southerly boundary of said Parcel "B", South $71^{\circ}18'00''$ West, 821.10 feet to the True Point of Beginning;

Thence continuing along said Southerly boundary South $71^{\circ}18'00''$ West, 151.35 feet to the Southeast corner of "Common Area" as shown on map of Carson Valley Industrial Park;

Thence along the boundary of said "Common Area" North $37^{\circ}19'45''$ West, 43.43 feet and South $52^{\circ}40'15''$ West, 24.68 feet to the Easterly boundary of Parcel "E" as shown on said map;

Thence along the Easterly boundary of said Parcel "E" North $36^{\circ}49'00''$ West, 523.61 feet;

Thence along a non-tangent curve to the right with a radius of 20 feet and a central angle of $90^{\circ}00'00''$ an arc length of 31.42 feet;

Thence North $34^{\circ}22'00''$ West, 5.00 feet to the Southerly right-of-way of Industrial Way;

Thence along said right-of-way North $55^{\circ}38'00''$ East 120.61 feet;

Thence along a curve to the right with a radius of 220 feet and a central angle of $14^{\circ}18'52''$ and an arc length of 54.96 feet;

Thence South $34^{\circ}22'00''$ East, 624.27 feet to the Point of Beginning.

(NOTE: The above metes and bounds legal description previously appeared in that certain "Corporation Grant, Bargain, Sale Deed" recorded February 19, 2002 in Book 202, Pages 6174 thru 6176 as Document No. 535051, Official Records, Douglas County, Nevada.)

Parcel 2 (APN: 1220-03-310-026):

A parcel of said land being a portion of Section 3, Township 12 North, Range 20 East, M.D.B. & M., and a Parcel "B" as shown on that certain Map entitled Carson Valley Industrial Park recorded as Document No. 47572 on March 30, 1970, Official Records of Douglas County, Nevada, described as follows:

Commencing at the Southeast corner of said Parcel "B" on the Westerly right-of-way of Industrial Way; Thence along the Southerly boundary of said Parcel "B", South $71^{\circ}18'00''$ West, 782.95 feet to the True Point of Beginning;

Thence continuing along said Southerly boundary South $71^{\circ}18'00''$ West, 38.15 feet;

Thence leaving said boundary North $34^{\circ}22'00''$ West, 624.27 feet to a non-tangent point on a curve concave to the Southeast on the Southerly right-of-way of Industrial Way having a radius of 220.00 feet and a central angle of $22^{\circ}40'08''$, to the center of said curve bears South $20^{\circ}03'08''$ East;

Thence Northeasterly along said curve an arc distance of 87.04 feet;
Thence tangent to said curve South 87°23'00" East, 204.75 feet;
Thence leaving said right-of-way of Industrial Way South 11°00'00" East, 516.31 feet to the Point of Beginning.

(NOTE: The above metes and bounds legal description previously appeared in that certain "Corporation Grant, Bargain, Sale Deed" recorded February 19, 2002 in Book 202, Pages 6174 thru 6176 as Document No. 535051, Official Records, Douglas County, Nevada.)

PARCEL 1 AS SURVEYED-DESCRIPTION

A PARCEL OF SAID LAND BEING A PORTION OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., AND OF PARCEL "B" AS SHOWN ON THAT CERTAIN MAP ENTITLED CARSON VALLEY INDUSTRIAL PARK RECORDED AS DOCUMENT NO. 47572 ON MARCH 30, 1970, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT A THE SOUTHEAST CORNER OF SAID PARCEL "B" ON THE WESTERLY RIGHT-OF-WAY OF INDUSTRIAL WAY ; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL B S72°06'08"W A DISTANCE OF 821.10' TO A SET 1/2" REBAR AND THE POINT OF BEGINNING;

THENCE CONTINUING S72°06'08"W A DISTANCE OF 151.35' TO A FOUND 5/8" CAPPED REBAR; THENCE, LEAVING SAID SOUTHEASTERLY LINE, N36°31'37"W A DISTANCE OF 43.43' TO A SET 1/2" REBAR; THENCE S53°28'23"W A DISTANCE OF 24.68' TO A SET 1/2" REBAR; THENCE N36°00'52"W A DISTANCE OF 523.61' TO A SET 1/2" REBAR; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 31.42', WITH A RADIUS OF 20.00', WITH A CHORD BEARING AND DISTANCE OF N08°59'29"E 28.29' TO A SET 1/2" REBAR; THENCE N33°33'52"W A DISTANCE OF 5.00' TO A SET 1/2" REBAR; THENCE N56°26'08"E A DISTANCE OF 120.61' TO A SET 1/2" REBAR; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 55.94', WITH A RADIUS OF 220.00', WITH A CHORD BEARING AND DISTANCE OF N64°19'57"E 55.79' TO A SET 1/2" REBAR; THENCE S33°33'52"E A DISTANCE OF 624.27' TO THE POINT OF BEGINNING.

PARCEL 2 AS-SURVEYED DESCRIPTION

A PARCEL OF SAID LAND BEING A PORTION OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., AND A PARCEL "B" AS SHOWN ON THAT CERTAIN MAP ENTITLED CARSON VALLEY INDUSTRIAL PARK RECORDED AS DOCUMENT NO. 47572 ON MARCH 30, 1970, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "B" ON THE WESTERLY RIGHT-OF-WAY OF INDUSTRIAL WAY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL B S72°06'08"W A DISTANCE OF 782.95' TO A SET 1/2" REBAR AND THE POINT OF BEGINNING;

THENCE CONTINUING S72°06'08"W A DISTANCE OF 38.15' TO A SET 1/2" REBAR; THENCE, LEAVING SAID SOUTHEASTERLY LINE, N33°33'52"W A DISTANCE OF 624.27' TO A SET 1/2" REBAR; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 87.04', WITH A RADIUS OF 220.00', WITH A CHORD BEARING OF N82°05'10"E, WITH A CHORD LENGTH OF 86.47' TO A SET 1/2" REBAR; THENCE S86°34'52"E A DISTANCE OF

204.75' TO A SET 1/2" REBAR; THENCE S10°11'52"E A DISTANCE OF 516.31' TO THE POINT OF BEGINNING.

APN: 1220-03-310-025
and 1220-03-310-026

Survey Prepared By:
Buckley D. Blew, PLS No. 024520
Blew & Associates, P.A.
3825 N. Shiloh Drive
Fayetteville, AR 72703
survey@blewinc.com
(479) 443-4506

