

This instrument was prepared by:

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AMENDMENT TO MEMORANDUM OF LEASE AND PURCHASE OPTION

THIS AMENDMENT TO MEMORANDUM OF LEASE AND PURCHASE OPTION (this "Amendment") effective as of the 2nd day of September, 2009, is by and between **G & S PROPERTIES, LLC**, an Alabama limited liability company ("Landlord") and **LP LEASING, LLC**, an Alabama limited liability company ("Tenant").

AGREEMENT

WHEREAS, Landlord is the owner of an office/warehouse facility located at 1809 McCain Parkway, Pelham, Alabama 35124, consisting of an approximately 11,500 square foot building, including approximately 2,500 square feet of office space and approximately 9,000 square feet of warehouse space together with all fixtures and all parking and site improvements and all appurtenances (collectively, the "Premises"). The land constituting a part of the Premises is more particularly described in Exhibit A.

WHEREAS, Landlord and Tenant entered into a Lease and Purchase Option dated March 10, 2009 (the "Lease") with respect to the Premises and executed a Memorandum of Lease and Purchase Option of even date therewith recorded in the Office of the Judge of Probate of Shelby County, Alabama on March 17, 2009 as Instrument No. 20090317000098630 (the "Memorandum of Lease"). The Memorandum of Lease was executed prior to a change in the purchase price set forth in the Lease and the parties desire to file this Amendment in order to properly reference the purchase price contained in the Lease.

NOW, THEREFORE, Landlord and Tenant do hereby acknowledge and agree that Paragraph 4 of the Memorandum of Lease is deleted in its entirety and replaced with Paragraph 4 below:

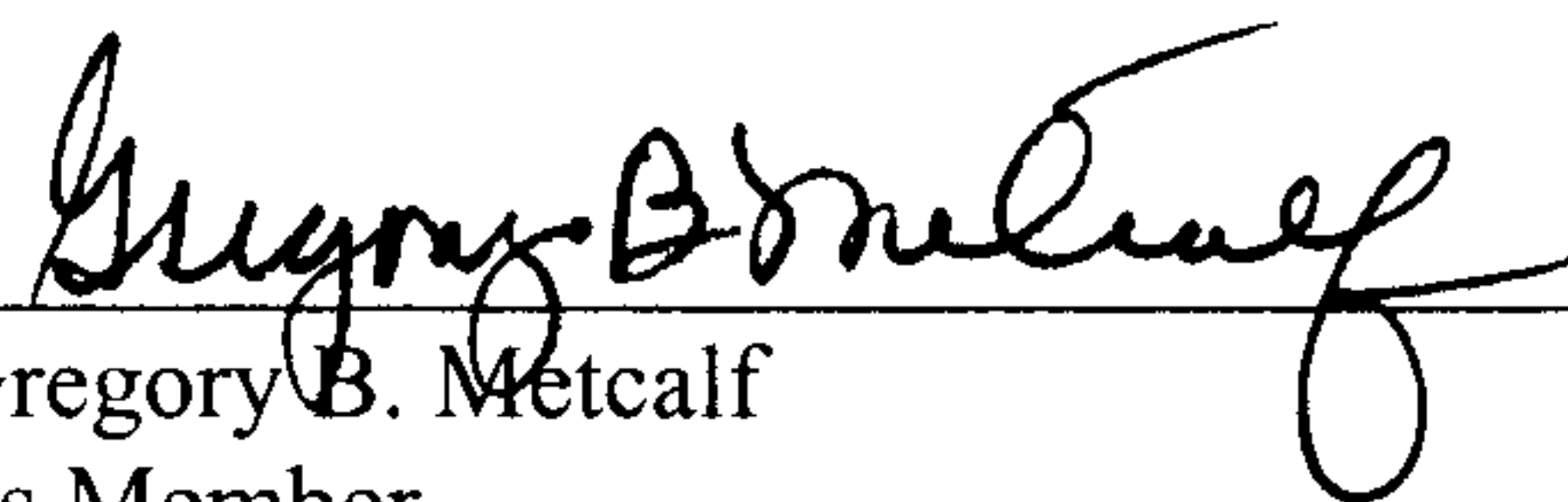
4. Pursuant to the Lease and Purchase Option, the Tenant has the option to purchase the Premises at any time during the Lease term for a purchase price which initially is \$481,450 and is subject to certain credits that will cause the purchase price to decrease over the Lease term as more particularly set forth in the Lease and Purchase Option.

This Amendment is for informational purposes only and nothing contained herein shall be deemed in any way to modify or otherwise affect any of the terms and conditions of the Lease and Purchase Option, the terms of which are incorporated herein by reference. In the event of any inconsistency between the terms of the Lease and Purchase Option and this instrument, the terms of the Lease and Purchase Option shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

LANDLORD:

G & S PROPERTIES, LLC,
an Alabama limited liability company


BY: 
Gregory B. Metcalf
Its Member

STATE OF ALABAMA)
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gregory B. Metcalf, whose name as Member of G & S Properties, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 26th day of June 2009.

[NOTARY SEAL]


NOTARY PUBLIC
My Commission Expires: 6-5-2011



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Shelby Cnty Judge of Probate, AL
09/10/2009 02:41:22 PM FILED/CERT

TENANT:

LP LEASING, LLC,
an Alabama limited liability company

BY: Charles R. Bellsynder
Charles R. Bellsynder
Its Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles R. Bellsynder, whose name as Manager of LP Leasing, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 2nd day of September, 2009.

[NOTARY SEAL]

LaShonda L. Wade
NOTARY PUBLIC
My Commission Expires: Mar 15, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS




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EXHIBIT A
Legal Description

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 25; thence South 00 degree(s) 00 minute(s) 00 second(s) East along East line of said section a distance of 552.42 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 190.52 feet to the centerline of an existing ditch; thence South 85 degree(s) 27 minute(s) 00 second(s) West along said centerline of ditch, a distance of 143.75 feet; thence North 87 degree(s) 39 minute(s) 26 second(s) West along said centerline of ditch, a distance of 80.89 feet; thence leaving said centerline North 00 degree(s) 53 minute(s) 17 second(s) East, a distance of 28.36 feet; thence North 88 degree(s) 47 minute(s) 01 second(s) West, a distance of 244.93 feet to the Easterly Right-Of-Way line of McCain Parkway (50' ROW); thence North 01 degree(s) 32 minute(s) 11 second(s) East along said Right-Of-Way, a distance of 50.00 feet; thence South 88 degree(s) 47 minute(s) 01 second(s) East and leaving said Right-Of-Way, a distance of 243.59 feet; thence North 00 degree(s) 00 minute(s) 00 second(s) East, a distance of 54.27 feet; thence North 45 degree(s) 00 minute(s) 00 second(s) East, a distance of 97.93 feet; thence South 88 degree(s) 47 minute(s) 10 second(s) East, a distance of 154.47 feet to a point on the East line of said Section 25, said point also being the POINT OF BEGINNING.

Together with a Perpetual Easement for On-Site Sanitary Sewer Pump Station and Absorption Field between G&S Properties, LLC and James R. Elliott and Betty H. Elliott as recorded in the Probate Office of Shelby County, Alabama.

All being situated in Shelby County, Alabama.


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