## PEAK, INC. LEASE AGREEMENT <u>AMENDMENT</u>

day of April, 1995, by and This Amendment is made and entered into this between James F. Donovan and Dorothy Donovan (herein "Landlord") and Peak, Inc. (herein "TENANT") to amend that certain Peak, Inc. Lease Agreement (herein "Peak, Inc. Lease") entered into between the parties on March 22, 1995.

## WITNESSETH:

WHEREAS, LANDLORD and TENANT wish to amend the Peak, Inc. Lease;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by TENANT to LANDLORD, LANDLORD and TENANT hereby agree as follows:

Paragraph 2.01(a) of the Peak, Inc. Lease is hereby amended and shall hereafter read in its entirety, as follows:

2.01

In consideration of and subject to the rents herein reserved and the covenants (a) and conditions herein contained on the part of the TENANT to be paid, performed, observed and complied with, LANDLORD hereby lets, leases and demises unto TENANT and TENANT hereby lets, leases and takes from LANDLORD, the "Premises", being the tract or parcel of land more particularly described on Amended Exhibit "A" attached hereto and by this reference made a part hereof (the Premises may also be referred to as the "Property"), to have and to hold the Premises during the Term, unless and until sooner terminated as may be provided herein.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Amendment to be executed under seal as of the day, month and year first above written.

LANDLORD: Dorothy Donover TENANT: Peak. Inc. By: Mark W. Bond President Its:

STATE OF ALABAMA JEFFERSON COUNTY GENERAL ACKNOWLEDGMENT

\_\_\_\_\_, a Notary Public in and for said County, in said State, hereby the undersigned certify that James F. Donovan and Dorothy Donovan whose names are signed to the foregoing Lease, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Lease they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_4th\_\_\_ day of \_\_

**Notary Public** 

My Commission expires: 10/24/98

Berbara Whitsett, Notary Public Alabama State at Large My Commission Expires October 24, 1990

04/06/1995-08867 11:06 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 HCD

STATE OF ALABAMA	)
JEFFERSON COUNTY	)

## CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Mark W. Bond, whose name as President of Peak, Inc., a corporation, is signed to the foregoing Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

January Public

My Commission expires: 10/24/98

Barbara Whitsett, Notary Public
Alabama State at Large
My Commission Expires October 24, 1998

Amendel Exhibit A

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## LEASE DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST; THENCE RUN NORTH ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1663.70 FEET; THENCE TURN LEFT 90-18'08" AND RUN WEST 533.53 FEET; THENCE TURN LEFT 90-00'00" AND RUN SOUTH 239.54 FEET; THENCE TURN 83-08'00" RIGHT AND RUN WESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 280 24.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY 120.00 FEET; THENCE TURN 96-52'00 RIGHT AND RUN NORTH 256.70 FEET; THENCE TURN 90-00'00" RIGHT AND RUN EASTERLY 119.14 FEET; THENCE TURN 90-00'00 RIGHT AND RUN SOUTH 242.35 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY RIGHTS OF WAYS AND/OR EASEMENTS OF RECORD.

Inst # 1995-08867

04/06/1995-08867
11:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50