


STATE OF ALABAMA                    )  
  )  
SHELBY COUNTY                        )

  
20161107000409650 1/19 \$69.50  
Shelby Cnty Judge of Probate, AL  
11/07/2016 08:33:52 AM FILED/CERT

**EASEMENT AGREEMENT**  
**(Access Easement)**

**THIS EASEMENT AGREEMENT** (this “Agreement”) is made and entered into as of the 28<sup>th</sup> day of October, 2016, by **GLIDEWELL SPECIALTIES FOUNDRY COMPANY**, an Alabama corporation (“Grantor”), and **ALAFACTURE, LLC**, an Alabama limited liability company (“Grantee”).

**Recitals**

**WHEREAS**, Grantor, as successor by merger to Southern Foundry Corporation, owns certain real property located in Shelby County, Alabama and having a Parcel Identification number of 351021001011.000 (the “Grantor Property”).

**WHEREAS**, Grantee is expected to purchase certain real property located adjacent to the Grantor Property and being more particularly described on Exhibit A attached hereto (the “Grantee Property”).

**WHEREAS**, Grantee has requested, and Grantor has agreed to provide, an access easement as described more fully herein.

**NOW, THEREFORE**, in consideration of the sum of Five Hundred and No/100 Dollars (\$500.00) in hand paid to Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, upon the conditions and subject to the limitations hereinafter set forth, the easement and rights hereinafter set forth.

**TO HAVE AND TO HOLD**, said easement and rights unto Grantee, its tenants, agents, contractors, subcontractors, employees, invitees, licensees, successors and assigns (collectively, the “Grantee Affiliates”).

1.     **Representations and Warranties.**

(a)     By Grantor. Grantor does hereby represent and warrant that it is the owner of the fee simple interest in and to such real property comprising the Easement Area (as such term is defined hereinbelow) and that all necessary steps have been taken to authorize it to enter into this Agreement.

(b)     By Grantee. Grantee does hereby represent and warrant that it has taken all steps necessary to authorize it to enter into this Agreement.

Shelby County, AL 11/07/2016  
State of Alabama  
Deed Tax: \$.50



2. **Easement Area.** Grantor does hereby declare, establish, grant and convey a permanent, perpetual and non-exclusive right-of-way and easement (the “Easement”) over, across, through and upon that certain access area described more particularly in Exhibit B located on the Grantor Property (the “Easement Area”) for the purpose of providing a means of ingress and egress for vehicles and pedestrians to and from Foundry Road and the Grantee Property. The location of the Easement Area is illustrated on the site plan shown on Exhibit C attached hereto (the “Plan”). Notwithstanding the foregoing or anything to the contrary herein, Grantor shall not permit any obstructions that will adversely affect the free flow of ingress and egress traffic through the Easement Area.

3. **Maintenance.** To the extent the Easement Area requires any improvements for Grantee’s intended use, such improvements shall be at Grantee’s sole expense. Grantee shall, at its sole expense, maintain the Easement Area in good repair and condition. In the event Grantee defaults in its obligation to so maintain the Easement Area, then Grantor shall have the right, but not the obligation, to perform such maintenance upon ten (10) days advance written notice on behalf of Grantee and Grantee shall reimburse Grantor within ten (10) days of receipt of invoice for same. All rights granted and obligations assumed in this Section 3 shall also be deemed granted to the parties’ successors, assigns, and tenants/lessees.


4. **Nature and Duration of Easement.** The Easement shall be permanent, perpetual and non-exclusive in nature.

5. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

6. **Indemnification.**

(a) Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liabilities, claims, demands, damages, causes of action, fines, fees, penalties and/or proceedings of any kind or nature, including attorneys’ fees pre-trial, at trial and at all appellate levels, for any damages, personal injury, property damages and/or death arising from, related to, alleged to have arisen out of, associated with and/or connected with Grantee’s or Grantee Affiliates’ use of and/or access to the Easement Area, except to the extent caused by Grantor’s gross negligence or willful misconduct.

(b) Grantor shall indemnify, defend and hold Grantee harmless from and against any and all liabilities, claims, demands, damages, causes of action, fines, fees, penalties and/or proceedings of any kind or nature, including attorneys’ fees pre-trial, at trial and at all appellate levels, for any damages, personal injury, property damages and/or death arising from, related to, alleged to have arisen out of, associated with and/or connected with Grantor’s or its tenants, agents, contractors, subcontractors, employees, invitees, licensees, successors and assigns use of and/or access to the Easement Area, except to the extent caused by Grantee’s gross negligence or willful misconduct.

  
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7. **Insurance.** For so long as this Agreement remains in effect, Grantee shall keep and maintain in full force and effect a commercially reasonable policy of comprehensive general public liability insurance covering the use of the Easement Area by Grantee and the Grantee Affiliates and otherwise in connection with Grantee's exercise of any rights under this Agreement, naming Grantor as additional insured thereunder.

8. **Agreements Run with Land.** Both the benefits and the burdens of the Easement and rights established by this Agreement shall run with and bind the lands described herein and shall be binding upon and inure to the benefit of any and all owners thereof and their respective tenants, licensees, invitees, employees, personal representatives, heirs, successors, and assigns.

9. **Interpretation.** The easements, benefits, rights and obligations set forth herein shall be interpreted so as to allow the owners of the lands affected hereby to enjoy the commercially reasonable use and benefit of the same while fulfilling the essential purposes of such easement, covenants and restrictions.

10. **Captions and Headings.** The captions and headings contained in this Agreement are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Agreement.

11. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenants, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

12. **Notices.** All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made if by: (a) certified mail, return receipt requested, when received or refused by the other party, or (b) in the case of overnight courier services, such as FedEx, upon confirmation of delivery, and in each case shall be addressed as follows:

(i) if to Grantor:

Glidewell Specialties Foundry Company  
600 Foundry Road  
Calera, AL 35040  
Attn: David Glidewell

(ii) if to Grantee:

Alaufacture, LLC  
2900 HWY 280, Suite 300  
Birmingham, AL 35223



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11/07/2016 08:33:52 AM FILED/CERT

Attn: Will McWane


or to such other address as any party may designate by notice to the other party in accordance with the terms of this Section.

13. **Governing Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of Alabama. However, this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

14. **Grantor.** Grantor, as successor by merger to Southern Foundry Corporation, owns the Grantor Property pursuant to those certain Articles of Merger dated December 24, 1985 and attached hereto as Exhibit D.

15. **Entire Agreement.** This Agreement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of the then-owners of the Grantee Property and the portion of the Grantor Property so affected.

*[Signature Pages Follow]*

  
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[signature page to Easement Agreement]

**GRANTOR**

**GLIDEWELL SPECIALTIES FOUNDRY COMPANY**

By: David A. Glidewell  
Name: DAVID A. GLIDEWELL  
Title: PRESIDENT

STATE OF ALABAMA                    )  
  )  
COUNTY OF SHELBY                    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that DAVID A. GLIDEWELL whose name as PRESIDENT of Glidewell Specialties Foundry Company, a Alabama corporation, 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 said instrument, s/he, as such PRESIDENT and with full authority, executed the same voluntarily for and as the act of said company.

**GIVEN** under my hand and seal, this 26<sup>th</sup> day of October, 2016.

David Hreen  
Notary Public

AFFIX SEAL

My commission expires: 9-29-2019



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11/07/2016 08:33:52 AM FILED/CERT



[signature page to Easement Agreement]

**GRANTEE**

**ALAFACURE, LLC**

By: William D. McWane

Name: William D. McWane

Title: President and CEO

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a notary public in and for said county in said state, hereby certify that William D. McWane, whose name as President and CEO of Alafacure, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

**GIVEN** under my hand and official seal this 28<sup>th</sup> day of October, 2016.

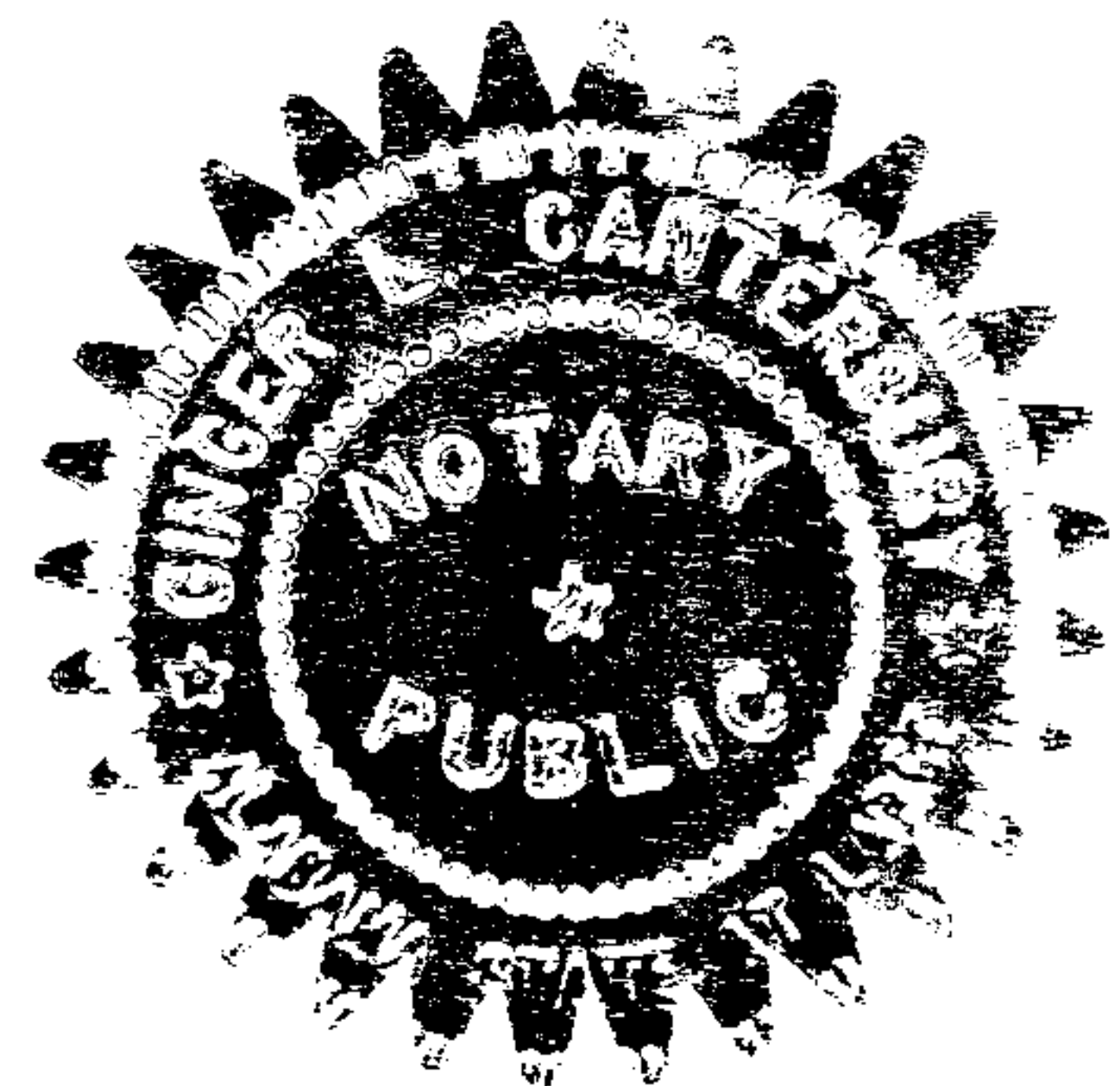
Ginger L. Canterbury  
Notary Public

AFFIX SEAL

My commission expires: My Commission Expires June 25, 2017

**THIS INSTRUMENT WAS PREPARED BY:**

Drew Dolan  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North  
2400 Regions Harbert Plaza  
Birmingham, Alabama 35203  
(205) 254-1000




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## **EXHIBIT A**

### **(Legal Description of Grantee Property)**

Commence at the Northeast Corner of Section 2, Township 24 North, Range 13 East; thence West along the base line a distance of 122 feet to a stake; thence run South 4° 12' East 16 feet to a point on the West right of way line of Interstate Highway I-65; thence turn an angle to the left and run along said right of way line a distance of 579.82 to the centerline of an Alabama Power Company transmission line right of way and the point of beginning; thence continue in the same direction along the West right of way line of Interstate Highway I-65 a distance of 385.08 feet; thence turn an angle of 96° 07' 32" to the right and run a distance of 623.57 feet; thence turn an angle of 89° 58' 36" to the right and run a distance of 818.43 feet to a point in the centerline of said Alabama Power Company transmission right of way; thence turn an angle of 126° 47' 42" to the right and run along said centerline of said Alabama Power Company transmission line a distance of 727.58 feet to the point of beginning. Situated in the NE ¼ of the NE ¼, Section 2, Township 24 North, Range 13 East, Shelby County, Alabama.

Less and except any portion of said property lying and being within a public road right of way.

  
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Shelby Cnty Judge of Probate, AL  
11/07/2016 08:33:52 AM FILED/CERT

## **EXHIBIT B**

### **(Legal Description of Easement Area)**

An easement over and across a parcel of land situated in the Northeast quarter of the Northeast quarter of Section 02, Township 24 North, Range 13 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the above mentioned Section 02; thence run South 89 degrees 23 minutes 08 seconds West along the North line of said Section 02 for a distance of 122.00 feet to a found 3/4 inch open top pipe, said point also being on the Westernmost Right of Way of Interstate 65 (Right of Way Varies); thence leaving said North Section line run South 06 degrees 54 minutes 23 seconds East along said Right of Way for a distance of 16.32 feet to a found 1 inch bar; thence continue South 06 degrees 54 minutes 23 seconds East along said Right of Way for a distance of 385.68 feet to a found concrete monument; thence run South 03 degrees 27 minutes 46 seconds East along said Right of Way for a distance of 176.76 feet to a set capped rebar stamped CA-560-LS; thence continue South 03 degrees 27 minutes 46 seconds East along said Right of Way for a distance of 395.96 feet to a set capped rebar stamped CA-560-LS; thence leaving said Right of Way run South 88 degrees 58 minutes 57 seconds West for a distance of 399.44 feet to the point of beginning of the easement herein described; thence run South 80 degrees 31 minutes 49 seconds West for a distance of 115.77 feet; thence run South 75 degrees 45 minutes 13 seconds West for a distance of 76.05 feet; thence run North 01 degrees 01 minutes 03 seconds West for a distance of 34.42 feet; thence run North 88 degrees 58 minutes 57 seconds East for a distance of 188.54 feet to the point of beginning. Said easement contains 2,878 square feet or 0.07 acres more or less.

The intent of this easement is to grant access to and from the end of the City maintained roadway known as Foundry Road.




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**EXHIBIT C**

**(Plan)**

[Attached.]

  
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# EXHIBIT MAP INGRESS/EGRESS EASEMENT

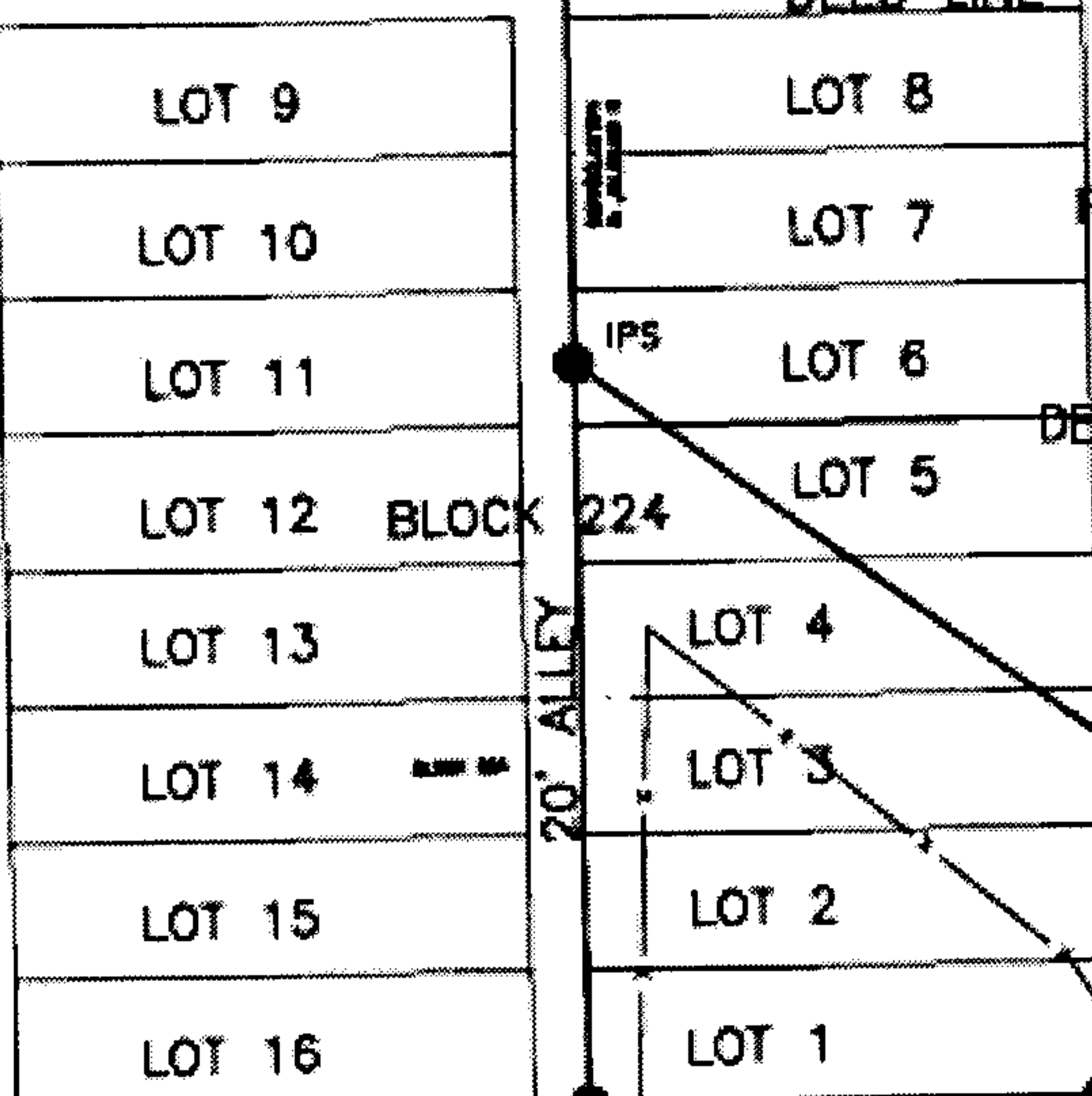
NE 1/4 OF THE NE 1/4 OF SECTION 02, TOWNSHIP 24 NORTH, RANGE 13 EAST  
SHELBY COUNTY, ALABAMA



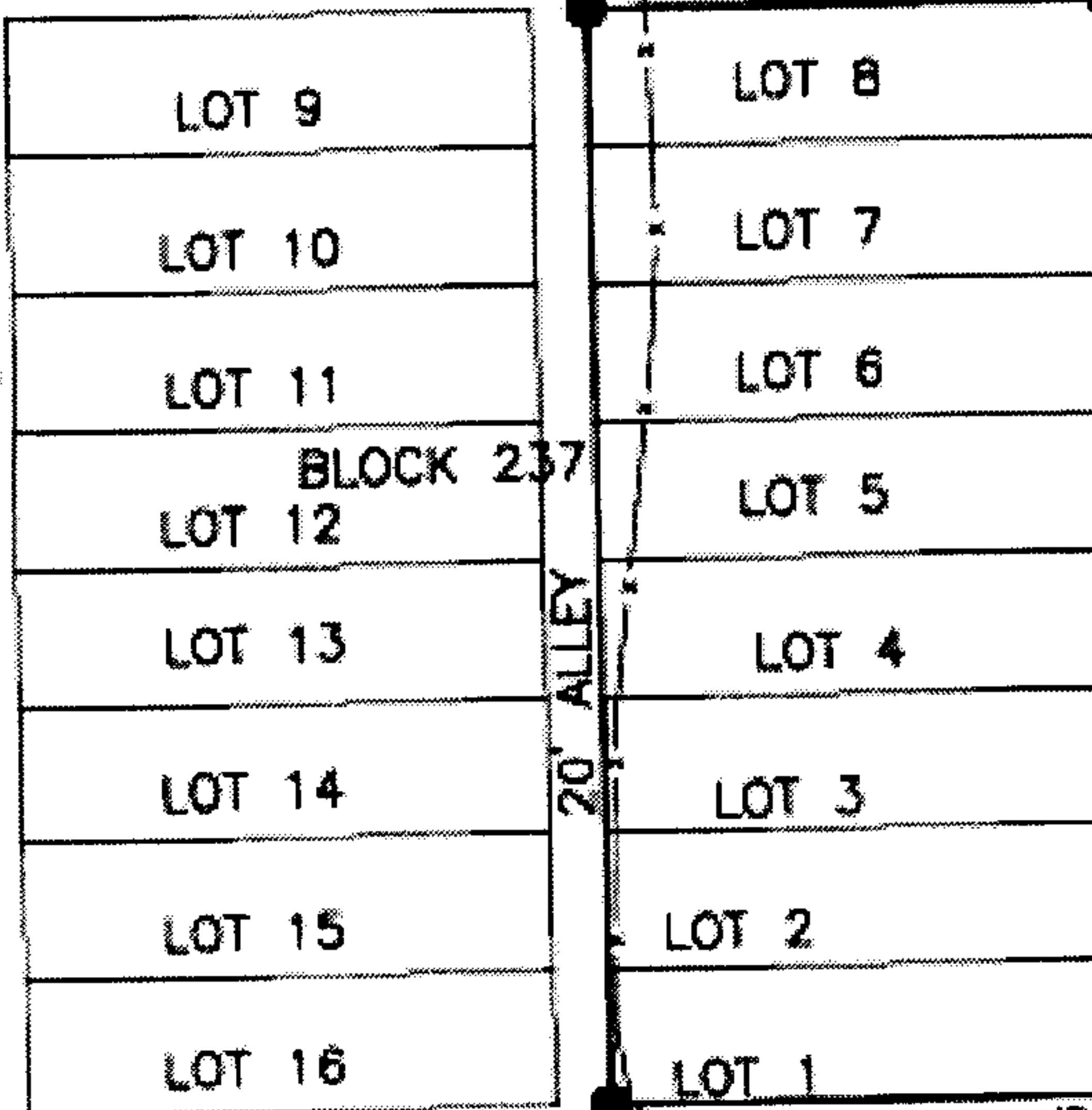
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PARCEL #351021001002.000  
GENE ERNEST  
PO BOX 1630  
CALERA, AL

INSTRUMENT #20010515000196391



21ST AVENUE  
66' ROW



22ND AVENUE  
66' ROW

PARCEL #351021001012.003  
GLIDEWELL SPECIALTIES  
FOUNDRY CO INC  
PO BOX 1089  
CALERA, AL 35040

PROPOSED  
INGRESS/EGRESS  
EASEMENT.  
2,878 Sq. Feet ±  
0.07 Acres ±

## LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 06°54'23" E	18.32'	L4	S 75°45'13" W	76.05'
L2	N 00°50'19" W	12.05'	L5	N 01°01'03" W	34.42'
L3	S 80°31'49" W	115.77'	L6	N 88°58'57" E	188.54'

PARCEL #351021001001.000  
ALABAMA DYNAMICS INC  
PO BOX 1630  
CALERA, AL  
DEED BOOK 2001, PAGE 19640

PARCEL #351021001010.000  
ALABAMA DYNAMICS INC  
PO BOX 1630  
DEED BOOK 2001, PAGE 19640

POSSIBLE PRESCRIPTIVE RIGHTS  
MAY EXIST FOR FOUNDRY ROAD.  
NO DEDICATED RIGHT OF WAY  
WAS FOUND FOR THIS ROADWAY.

S 88°58'57" W  
399.44'(C)

PARCEL #351021001011.000  
SOUTHERN FOUNDRY CO  
PO BOX 1089  
CALERA, AL

FOUND CONCRETE MONUMENT  
FOUND 3/4" OPEN TOP PIPE  
POC  
NE COR, SEC 02,  
T-24-N, R-13-E  
SHELBY COUNTY, AL

S 06°54'23" E  
385.68'(M)

FOUND CONCRETE MONUMENT  
S 03°27'46" E  
176.76'(C)

S 03°27'46" E  
395.96'(C)

INTERSTATE 65  
(RIGHT OF WAY VARIES)

**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
ENGINEERING, LAND PLANNING, & SURVEYING  
2178 PARKWAY LAKE DRIVE  
HOOVER, ALABAMA 35226  
PHONE: (205) 942-2488  
FAX: (205) 942-3033  
www.Gonzalez-Strength.com



**EXHIBIT D**

**Articles of Merger**

[Attached.]



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Shelby Cnty Judge of Probate, AL  
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# STATE OF ALABAMA

I, Don Siegelman, Secretary of State, of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that duplicate originals of Articles

of Merger merging Southern Foundry Corporation into Glidewell Specialties Foundry Company, both Alabama corporations

duly signed and verified pursuant to the provisions of Section 10-2A-144, Code of Alabama, 1975, have been received in this office and are found to conform to law.

Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging Southern Foundry Corporation into Glidewell Specialties Foundry Company

and attaches hereto a duplicate original of the Articles of Merger.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

December 30, 1985

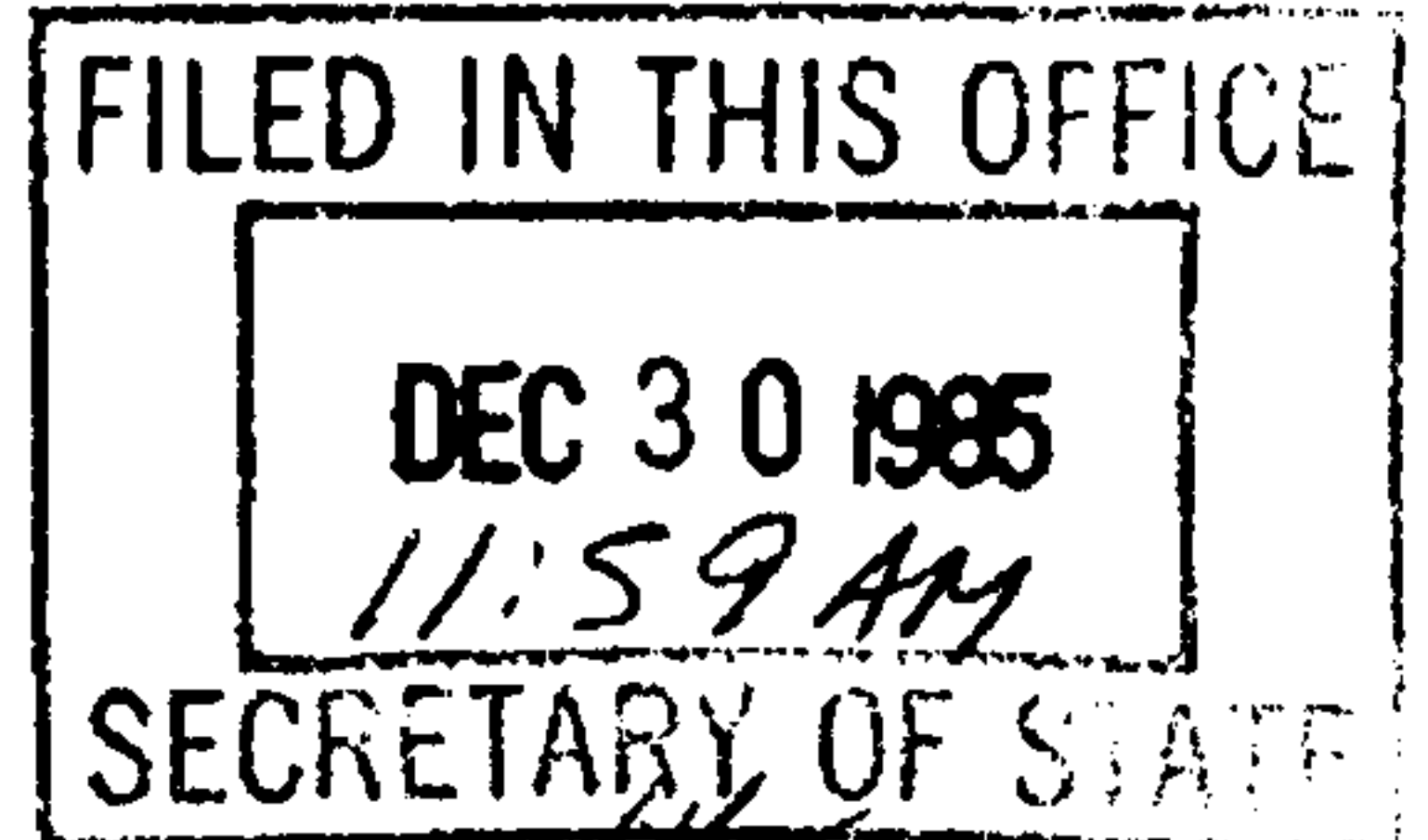
Date

Don Siegelman

Secretary of State



ARTICLES OF MERGER



These Articles of Merger are entered into on this 24 day of December, 1985, by Glidewell Specialties Foundry Company, an Alabama corporation (the "Corporation"), to reflect the merger of Southern Foundry Corporation, an Alabama corporation ("Southern"), with and into the Corporation pursuant to the provisions of § 10-2A-144 of the Code of Alabama (1975), as amended, as follows:

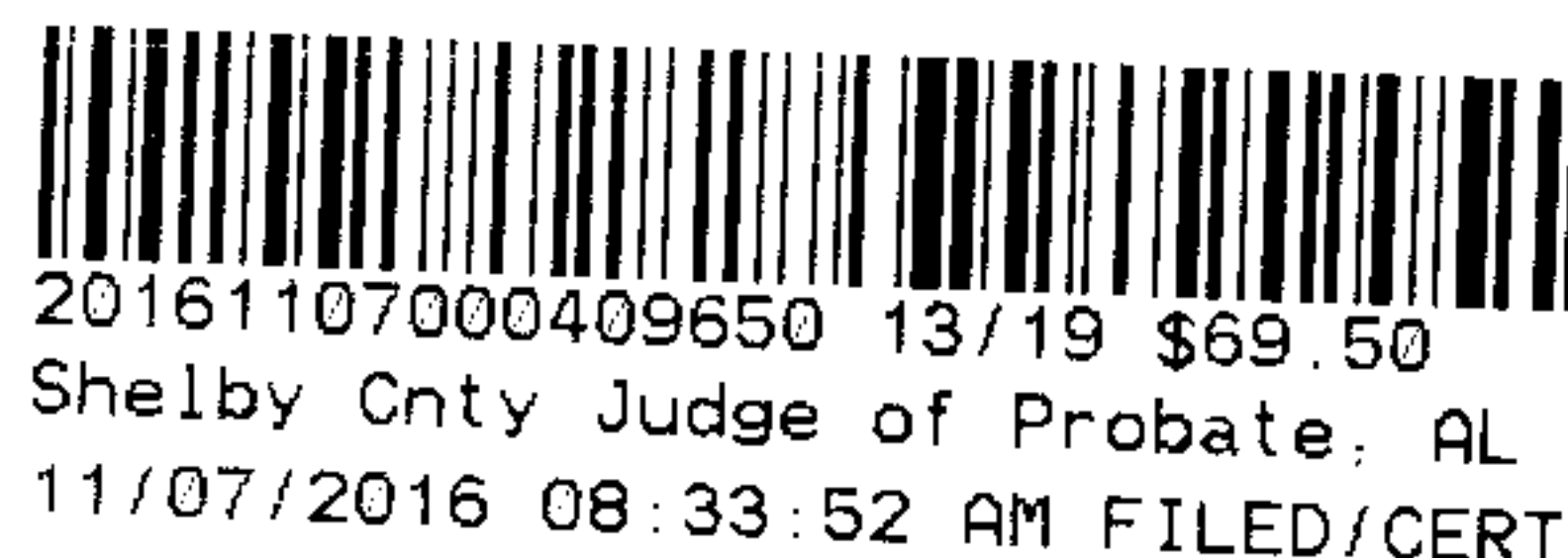
1. On December 24th, 1985, the Board of Directors of the Corporation by consent adopted the following resolutions setting forth a Plan of Merger, which provide for the merger of Southern into the Corporation:

WHEREAS, it has been proposed that Southern Foundry Corporation, an Alabama corporation, and a wholly-owned subsidiary of Glidewell Specialties Foundry Company, an Alabama corporation (the "Corporation"), be merged with and into the Corporation; and

WHEREAS, this Board of Directors deems it advisable that the Corporation adopt a Plan of Merger setting forth the plan of merger effecting the merger of Southern Foundry Company into the Corporation, with the Corporation being the corporation surviving such merger;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Glidewell Specialties Foundry Company, an Alabama corporation (the "Corporation"), that the Board of Directors hereby recommends, approves and adopts the proposed Plan of Merger as follows:

Glidewell Specialties Foundry Company, an Alabama corporation (the "Surviving Corporation"), the sole stockholder of Southern Foundry Corporation, an Alabama corporation ("Southern"), shall merge Southern with and into the Surviving Corporation pursuant to the following Plan of Merger:



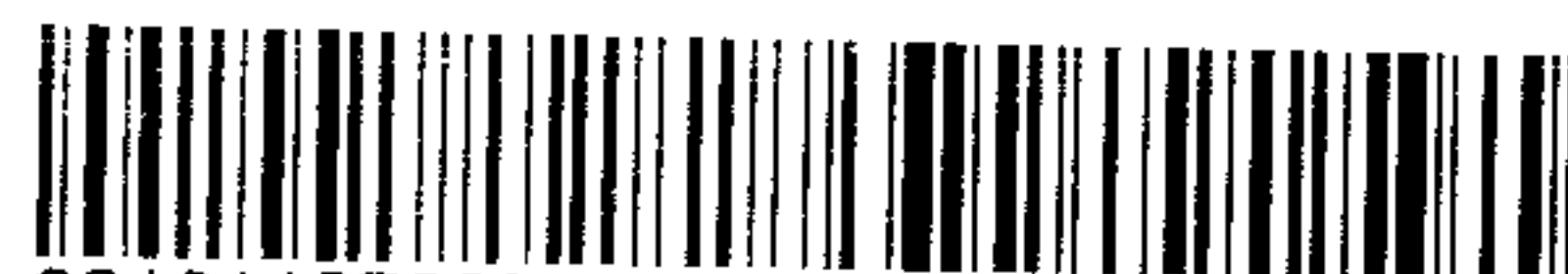
1. Merger.

On and after the Effective Date (hereinafter defined) the Surviving Corporation shall merge Southern with and into the Surviving Corporation and Southern shall be merged into the Surviving Corporation, which shall be the corporation surviving the merger, as follows:

(a) The Surviving Corporation shall be the Corporation surviving the merger and shall continue to exist as a domestic corporation under the Alabama Business Corporation Act, as amended, with all the rights and obligations of surviving domestic corporations are provided by the Alabama Business Corporation Act, as amended, and, except as herein specifically set forth, the corporate existence, purpose, property, rights, privileges, powers, franchises and immunities, and subject to all the restrictions, disabilities and duties of the Surviving Corporation, shall continue in effect unimpaired by the merger.

(b) Southern shall, pursuant to the Alabama Business Corporation Act, as amended, cease to exist (except as may otherwise be provided in the Alabama Business Corporation Act for specific purposes), and its property, rights, liabilities and obligations, shall be and become the property, rights, liabilities and obligations of the Surviving Corporation.

(c) Upon the merger becoming effective, all of the corporate identity, existence, purposes, property, leaseholds, rights, privileges, powers, immunities, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Southern shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights and every other interest of the Surviving Corporation and Southern shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and Southern respectively. Southern shall, as and when requested by the Surviving Corporation or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and take or cause to be taken such further or other action as the Surviving Corporation may





deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property Southern acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of Southern and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Southern or otherwise to take any and all such action.

(d) Rights of creditors and all liens upon either the Surviving Corporation or Southern shall be preserved unimpaired; and all debts, liabilities and duties of each of said corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

2. Certificate of Incorporation and Change of Name.

The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of the corporation surviving the merger.

3. Effective Date.

The merger of Southern into the Surviving Corporation and the other provisions of this Plan of Merger shall, pursuant to the Alabama Business Corporation Act, as amended, be and become effective upon the filing of the Articles of Merger with the Office of the Secretary of State of the State of Alabama, the time of such effectiveness being herein called the Effective Date. For all accounting purposes the merger contemplated by this Plan of Merger shall be effective immediately following the close of business of the Surviving Corporation on December 31, 1985.

4. Conversion of the Stock of the Corporations.

Upon the Effective Date, all of the authorized and issued capital stock of Southern (such stock being owned in its entirety by the Surviving Corporation) shall be completely retired and cancelled so that there shall thereafter be no authorized or outstanding shares of capital stock



of Southern. This Plan of Merger shall have no effect whatsoever on the authorized and outstanding shares of capital stock of the Surviving Corporation and immediately upon the effectiveness of this Plan of Merger each share of common stock (being the only class of capital stock) of the Surviving Corporation outstanding on the Effective Date shall thereupon, without further action, be and become one share of common stock of the Surviving Corporation, the corporation surviving the merger, and the certificates which represented outstanding shares of capital stock of the Surviving Corporation prior to the Effective Date, shall, without further action, continue and shall be and represent outstanding shares of capital stock of the Surviving Corporation thereafter without the issuance or exchange of new shares or share certificates.

5. By-laws of the Surviving Corporation.

The By-laws of the Surviving Corporation as they shall exist on the Effective Date of this Agreement shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended or repealed.

6. Directors and Vacancies.

The Directors of the Surviving Corporation shall continue as Directors of the Surviving Corporation from the Effective Date until the next annual meeting of its shareholders and until their successors shall have been elected and shall qualify. If, upon the Effective Date, a vacancy shall exist on the Board of Directors of the Surviving Corporation, such vacancies shall thereafter be filled in the manner provided by law in the By-laws of the Surviving Corporation.

7. Officers.

The Officers of the Surviving Corporation shall continue in office, subject to the will of the Board of Directors or until the next annual meeting of the Board of Directors and until the successors of such officers are elected and shall qualify.

8. Federal Tax Effect.

The statutory merger provided for herein shall constitute a complete liquidation of Southern pursuant to Section 331 of the Internal Revenue





Code of 1954, as amended, and the exchange of shares contemplated herein shall not result in the recognition of gain or loss to Southern or the Surviving Corporation as provided in Sections 332 and 336 of such Code.

9. Capital Stock.

Neither the authorized nor the issued and outstanding capital stock of the Surviving Corporation shall be changed.

RESOLVED FURTHER that the President or any Vice President and the Secretary or any Assistant Secretary of the Corporation be, and they are hereby, authorized and directed, in the name and on behalf of the Corporation, under its corporate seal or otherwise, to execute, deliver and file with the appropriate officials any documents required by Section 10-2A-144 of the Alabama Business Corporation Act, as amended, to effect the merger described in the Plan of Merger, including Articles of Merger, and to take all other action and to expend all funds, which in their discretion may be necessary or appropriate to effect the merger contemplated by the Plan of Merger;

RESOLVED FURTHER that wherever in these resolutions any officer of the Corporation is authorized and directed to take any action which he deems necessary, action which he deems necessary, proper, advisable or required, the signing or execution by such officer of any instrument or the taking of any such action by him shall be conclusive evidence that he deems the same to be necessary, proper, advisable or required.

2. At the time of the adoption of said Plan of Merger, there were 100 shares of the common stock of Southern, par value \$0.10 per share, outstanding and entitled to vote thereon. At that time and on the date thereof, the Corporation was and is the holder and owner of all said 100 shares of common stock.

3. The Corporation as the holder and owner of all of said 100 shares of common stock of Southern does hereby waive the requirement that a copy of the aforesaid Plan of

Merger be mailed to the Corporation as the sole stockholder of Southern at least thirty days prior to the filing of the Articles of Merger with the Office of the Secretary of State of the State of Alabama.

4. The Certificate of Incorporation of Southern was filed in the office of the Probate Judge of Jefferson County on February 2, 1970. The Certificate of Incorporation of the Corporation was filed in the office of the Probate Judge of Jefferson County on July 31, 1964.

5. The name of the corporation surviving the merger shall be Glidewell Specialties Foundry Company, an Alabama corporation.

IN WITNESS WHEREOF, said Glidewell Specialties Foundry Company has caused its corporate seal to be hereunto affixed and these Articles to be signed by Aaron S. Glidewell, its President, and attested by Shirley M. Renshaw, its Assistant Secretary, on this the 24<sup>th</sup> day of December, 1985.


GLIDEWELL SPECIALTIES FOUNDRY COMPANY  
an Alabama corporation

By A. S. Glidewell  
Its President

[CORPORATE SEAL]

ATTEST:

Shirley M. Renshaw  
Its Assistant Secretary

  
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VERIFICATION OF ARTICLES OF MERGER

STATE OF ALABAMA)  
 )  
JEFFERSON COUNTY)

Before me, the undersigned Notary Public, in and for said County in said State, personally appeared on this date Aaron S. Glidewell, who being by me first duly sworn, did depose and say as follows: (i) that affiant is President of Glidewell Specialties Foundry Company, the Alabama corporation named in the above and foregoing Articles of Merger, (ii) that he, as such President, is authorized and empowered to make this sworn Affidavit and Verification and to cause the same to be executed, acknowledged and filed for record, and (iii) that he, as President of Glidewell Specialties Foundry Company, is familiar with the contents of the foregoing Articles of Merger, and said Articles of Merger is the act and deed of the Corporation, and the matters and things set forth in said Articles of Merger are true and correct.

Aaron S. Glidewell  
Aaron S. Glidewell

Sworn to and subscribed before me this 24<sup>th</sup> day  
of December, 1985.

Bruce A. Rawls  
Notary Public

NOTARY PUBLIC, STATE AT LARGE

My Commission Expires: MY COMMISSION EXPIRES JANUARY 25, 1986

This instrument was prepared by Bruce A. Rawls, Attorney,  
1600 Bank for Savings Building, Birmingham, Alabama 35203.



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Shelby Cnty Judge of Probate, AL  
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