

**FIRST AMENDMENT TO LEASE AGREEMENT  
AND TO MEMORANDUM OF LEASE**

This FIRST AMENDMENT TO LEASE AGREEMENT AND TO MEMORANDUM OF LEASE (the "Amendment") is made this February 12th, 2019, between **APG Industrial Alabaster, LLC**, a Delaware limited liability company ("Landlord") and **Maxim Crane Works, L.P.**, a Pennsylvania limited partnership ("Tenant") with reference to the following facts and circumstances.

- A. Landlord and Tenant are parties to that certain Lease Agreement dated December 28, 2018 (the "Lease").
- B. The Lease is evidenced of record by that certain Memorandum of Lease recorded as Instrument No. 20190102000001000 in the Office of the Judge of Probate of Madison County, Alabama (the "Memorandum").
- C. Landlord and Tenant desire to amend the Lease and the Memorandum upon terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and after good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

- 1. Definitions. Each capitalized term used in this Amendment shall have the same meaning as is ascribed to such capitalized term in the Lease, unless otherwise provided for herein.
- 2. Addition to Real Estate and Leased Premises. The parcel of land located in Shelby County, Alabama and more particularly described on Exhibit A attached hereto (the "Additional Parcel"), is hereby added to, and shall hereafter be a part of, the "Real Estate" and the "Leased Premises", as such terms are defined in Section 1(a) and Section 1(b) of the Lease, and is hereby added to, and shall hereafter be a part of the "Premises", as such term is defined in the Memorandum. Accordingly, all references in the Lease to the "Real Estate" and the "Leased Premises" shall be deemed to include the Additional Parcel, and all references in the Memorandum to the "Premises" shall be deemed to include the Additional Parcel.
- 3. Miscellaneous. Except as amended hereby, the Lease and the Memorandum are unchanged, and the same are hereby ratified and affirmed by Landlord and Tenant. This Amendment may be executed in several counterparts, which may be transmitted by email in PDF format or by facsimile, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment in counterparts the day and year first above written.

**LANDLORD:**

**APG INDUSTRIAL ALABASTER, LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: Leo Addimando  
Its: Authorized Signatory

STATE OF Pennsylvania )  
: )  
Philadelphia COUNTY )

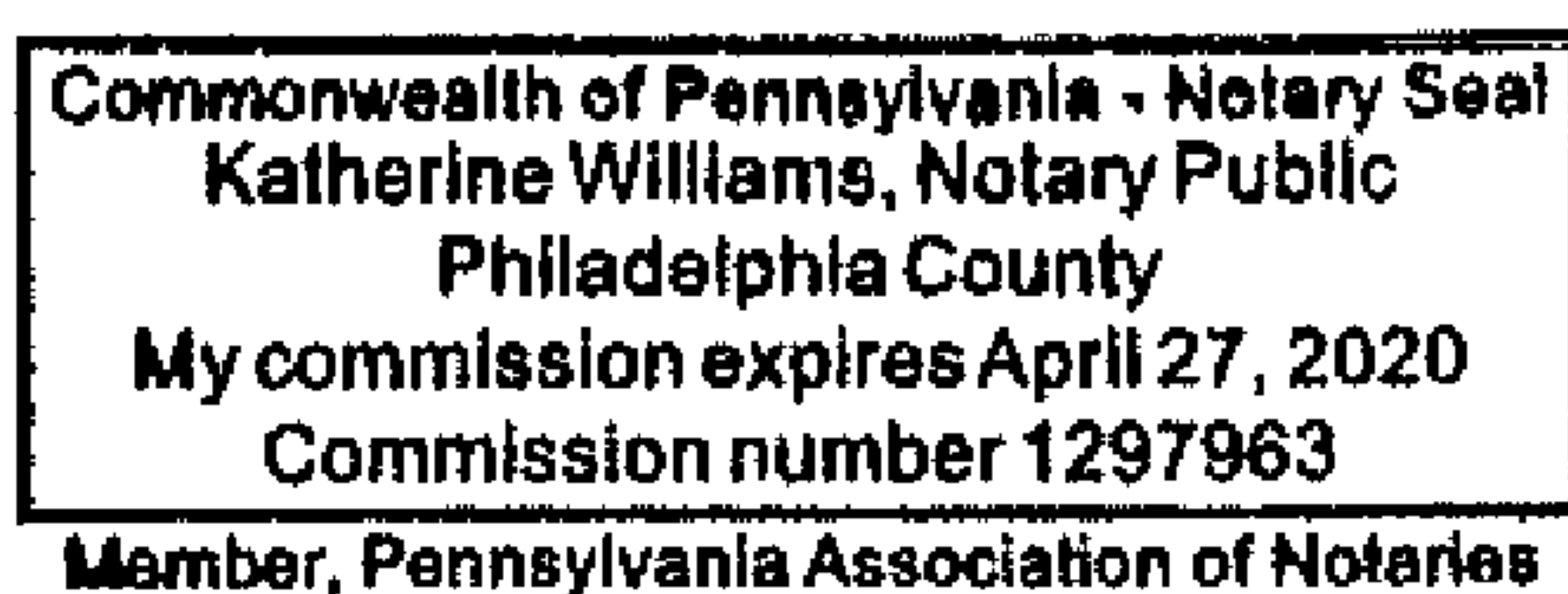
I, the undersigned, a notary public in and for said county in said state, hereby certify that Leo Addimando, whose name as Authorized Signatory of APG Industrial Alabaster, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 12<sup>th</sup> day of February, 2019.

Katherine Williams  
Notary Public

[NOTARIAL SEAL]

My commission expires: April 27, 2020



**EXHIBIT A**

All that certain lot or parcel of land situate in the County of Shelby, State of Alabama, and being more particularly described as follows:

Commence at the Southeast corner of Section 12, Township 21 South, Range 3 West; thence run West along the South line of said Section S 89°05'00" W 840.2 feet to a point; thence run N 25°25'00" W 343.79 feet to a point in Fulton Springs Road; thence run on a chord line N 31°44'11" E 358.12' feet to a point In said Road; thence leaving said Road run N 74°05'47" W 40.0' to a point on the West right-of-way margin of said Road; thence leaving said right-of-way margin run N 74°05'47" W 73.75 feet to a point; thence run N 8°51'39" E 141.04 feet to a point; thence run S 82°53'52" E 6.25 feet to a point, the point of beginning for the property herein described; thence run N 9°55'47" E 60.07 feet to a point; thence run S 84°22'35" E 79.27 feet to a point on the West right-of-way margin of Fulton Springs Road; thence run along said right-of-way margin S 9°16'36" W 62.09 feet to a point; Thence run N 82°53'52" W 79.84 feet back to the point of beginning, containing 0.11 Acres more or less.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/13/2019 12:51:57 PM  
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*Allen S. Bayl*