

Record and Return to:

Reed Smith LLP
506 Carnegie Center Drive
Suite 300
Princeton, New Jersey 08540
Attn: Christopher J. Maurer, Esq.

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02/17/2021 10:44:55 AM
SUBAGREM 1/11

**SUBORDINATION, NON-DISTURBANCE, AND
ATTORNMENMENT AGREEMENT (MAXIM CRANE WORKS - ALABASTER, AL)**

DATE: February 11, 2021

LENDER: **WEBSTER BANK, NATIONAL ASSOCIATION**
Commercial Banking
1 Fayette Street – Suite 400
Conshohocken, Pennsylvania 19428
Attention: Mr. Jayson M. Tonkon
Senior Vice President

LANDLORD: **APG INDUSTRIAL ALABASTER, LLC**
414 S. 16th Street, Suite 100
Philadelphia, Pennsylvania 19146
Attn.: Mr. Leonidas Addimando

TENANT: **MAXIM CRANE WORKS, L.P.**
1225 Washington Pike
Bridgeville, Pennsylvania 15017
Attn.: General Counsel

**MORTGAGED
PREMISES:**

Address: 2039 Fulton Springs Road
Municipality: Alabaster
County: Shelby
State: Alabama
Tax Parcel Nos. 23-1-12-0-000-064.000 and 23-1-12-0-000-063.001

**DATE OF
LEASE:** December 28, 2018

WITNESSETH:

WHEREAS, as security for certain financial accommodations (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the “Loan Facility”), made by the Lender to the Landlord, the Landlord has given to the Lender a certain security instrument dated of even date herewith, which is about to be recorded in the Office of the Shelby County Clerk, Alabama (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the “Security Instrument”), and which Security Instrument constitutes a first lien against the Landlord’s fee simple estate and interest in and to the land and

improvements now or hereafter ~~2/19/21~~ ^{2/17/21} thereon identified above as the Mortgaged Premises and more particularly described on Schedule "A" attached hereto (hereinafter referred to as the "Mortgaged Premises"); and

WHEREAS, the Tenant has entered into a certain Lease Agreement with the Landlord dated December 28, 2018 (hereinafter referred to as the "Lease") covering all or a portion of the land and the building and other related site improvements located on the Mortgaged Premises (hereinafter referred to as the "Leased Premises"); and

WHEREAS, as a condition of making the Loan Facility available to the Landlord, the Lender has required, inter alia, that the Lease be subordinated to the Security Instrument and that the Tenant agree to attorn to the purchaser of the Mortgaged Premises at foreclosure of the Security Instrument in the event of such foreclosure, or to the Lender prior to foreclosure in the event the Lender elects to collect the rents and other sums due and becoming due under the Lease, and, subject to the terms, conditions, and provisions set forth in this Subordination, Non-Disturbance, and Attornment Agreement (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as this "Agreement"), the Tenant is willing to so attorn if the Lender will recognize the Tenant's rights under the Lease to the extent hereinafter provided.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, agree as follows:

1. **SUBORDINATION.**

1.1 Subject to the terms, conditions, and provisions of this Agreement, the Lease is and shall be subject and subordinate to the terms, conditions, and provisions and lien of the Security Instrument and to all renewals, modifications, consolidations, replacements and extensions thereof as if the Lease had been executed and delivered after the execution, delivery and recording of the Security Instrument.

1.2 The Tenant hereby covenants and agrees that, notwithstanding any term, condition, or provision of this Agreement, the Lease, or in any other agreement to the contrary, any interest of the Tenant in or under any option to purchase or right of first refusal of or with respect to all or any portion of the Mortgaged Premises is hereby specifically subordinated to the lien of the Security Instrument and to the rights of the Lender under the Security Instrument. The Tenant hereby further covenants and agrees that such option to purchase or right of first refusal shall not be binding upon the Lender or any "Successor" (as such term is hereinafter defined). The Tenant hereby further covenants and agrees that the exercise by the Lender of any of its rights and/or remedies under the Security Instrument, including, without limitation, the foreclosure of the lien of the Security Instrument or the Lender's acceptance of a deed in lieu of such a foreclosure, shall not constitute a sale, transfer, conveyance, or other disposition of the Mortgaged Premises, as contemplated by the provisions of the Lease which provide for any such option to purchase or right of first refusal.

2. **ATTORNMENT.** The Tenant agrees that it will attorn to and recognize: (i) the Lender, whether as mortgagee in possession or otherwise; (ii) the purchaser at a foreclosure sale under the Security Instrument if such purchaser is the Lender or a nominee or designee of the Lender; (iii) any transferee who acquires possession of or title to the Mortgaged Premises, whether by deed in lieu of foreclosure or other means, if such transferee is the Lender or a nominee or designee of the Lender; and (iv) the initial successors and assigns of such purchasers and/or transferees (each of the foregoing parties shall hereinafter be referred to as a "Successor"), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions as set forth in the Lease, and any such Successor agrees

to accept such attornment and perform all of the obligations of the "landlord" under the Lease, all subject to the terms, conditions and provisions of this Agreement. Such attornment shall be effective and self-operative without the execution of any further instruments by any party hereto; provided, however, that the Tenant will, upon request by the Lender or any Successor, execute a written agreement attorning to the Lender or such Successor. The Landlord hereby agrees to all of the terms, conditions and provisions of this Paragraph 2.

3. **NON-DISTURBANCE**. So long as the Tenant (i) complies with the Tenant's obligations under this Agreement and (ii) is not in default under any of the terms, covenants or conditions of the Lease beyond any applicable notice and grace period, the Lender will not disturb the Tenant's use, possession and enjoyment of the Leased Premises nor will the leasehold estate of the Tenant be affected or the Tenant's rights under the Lease be impaired (except to the extent that the Tenant's right to setoff any sums owed or to receive any obligations to be performed by the Landlord is limited with respect to the Lender or any Successor as set forth in Paragraph 5.1 below), in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the terms, conditions, and provisions of the Security Instrument.

4. **ASSIGNMENT OF LEASES**. The Tenant acknowledges the existence of that certain Absolute Assignment of Leases, Rents, Income and Profits dated as of even date herewith, executed by the Landlord in favor of the Lender (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Assignment"). The Tenant agrees that if the Lender, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give notice to the Tenant that the Lender has elected to require the Tenant to pay to the Lender the rent and other charges payable by the Tenant under the Lease, the Tenant shall, until the Lender shall have canceled such election, be similarly bound to the Lender and shall thereafter pay to the Lender all rent and other sums payable under the Lease without notice to or consent of the Landlord and without any obligation on the part of the Tenant to determine whether or not the Security Instrument is in fact in default and the Landlord hereby agrees that the Tenant shall have no liability to the Landlord for any payments made in accordance with the Lender's instructions. Any such payment shall be made notwithstanding any right of setoff, defense or counterclaim which the Tenant may have against the Landlord, or any right to terminate the Lease (except as provided for in Paragraph 6 below), and any such payment shall be final as against the Lender (but not as against the Landlord) and the Landlord shall not seek to recover from the Tenant for any reason whatsoever any monies paid by the Tenant to the Lender by virtue of the Assignment and this Agreement.

5. **LIMITATION OF LIABILITY**.

5.1. In the event that the Lender succeeds to the interest of the Landlord under the Lease, or title to the Mortgaged Premises, then the Lender and any Successor shall assume and be bound by the obligations of Landlord under the Lease which accrue from and after such Person's succession to the Landlord's interest in the Leased Premises, but the Lender and such Successor shall not be: (i) liable for any act or omission of any prior landlord (including the Landlord) except to the extent that any such act or omission is of a continuing nature and the Lender and any Successor have been given notice and the opportunity to cure the same and have failed to do so; (ii) liable for the retention, application or return of any security deposit to the extent not paid over to the Lender; (iii) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); (iv) bound by any rent or additional rent which the Tenant might have paid more than one month in advance of the date when due to any prior landlord (including the Landlord) unless such sums (a) are actually received by the Landlord or any Successor, (b) have been expressly approved in writing by the Landlord or any Successor, or (c) are expressly contemplated by the Lease; (v) bound by any amendment or modification of the Lease made without the Lender's or such Successor's prior express written consent; provided however, the Lender's or

such Successor's prior express written consent shall not be required for any amendment or modification of the Lease which does not have the effect of (a) reducing the rent or additional rent payable by the Tenant under the Lease, (b) increasing any liability or obligation of the Landlord under the Lease, (c) decreasing or reducing any liability or obligation of the Tenant under the Lease, (d) shortening or extending the term of the Lease (except in connection with the exercise of an existing termination right or renewal option expressly set forth in the Lease), or (e) reducing the space leased by the Tenant under the Lease (except in connection with the exercise of a right expressly set forth in the Lease); or (vi) obligated to cure any defaults of any prior landlord under the Lease which occurred prior to the date on which the Lender or such Successor succeeded to the Landlord's interest under the Lease. Nothing in this Paragraph 5.1 shall be deemed to waive any of the Tenant's rights and remedies against any prior landlord.

5.2. The Tenant agrees that any person or entity which at any time hereafter becomes the landlord under the Lease, including without limitation, the Lender or any Successor, shall be liable only for the performance of the obligations of the landlord under the Lease which arise during the period of its or their ownership of the Leased Premises and shall not be liable for any obligations of the landlord under the Lease which arise prior to or subsequent to such ownership. The Tenant further agrees that any such liability shall be limited to the interest of the Lender or such Successor in the Mortgaged Premises, and the Tenant shall not be able to enforce any such liability against any other assets of the Lender or such Successor.

6. **RIGHT TO CURE DEFAULTS.** The Tenant agrees to give notice to the Lender of any default by the Landlord under the Lease, specifying the nature of such default, and thereupon the Lender shall have the right (but not the obligation) to cure such default, and the Tenant shall not terminate or cancel the Lease or abate the rent payable thereunder by reason of such default unless and until it has afforded the Lender (i) thirty (30) days from the date of the giving of such notice in which to cure and (ii) notwithstanding the foregoing, with respect to any such act or omission which is not capable of being remedied within such thirty (30) day cure period described in clause (i) above, such additional time as is reasonable in which to cure said act or omission (but in no event less than the greater of (a) the period to which the Landlord would be entitled under the Lease or otherwise, after similar notice or (b) an additional sixty (60) days), provided that (1) the Lender shall, with due diligence (but in no event later than the last day of the thirty (30) day period described in clause (i) above), give the Tenant written notice of the Lender's intention to undertake such cure and remedy and (2) the Lender shall commence and continue to remedy such act or omission with commercially reasonable diligence. It is specifically agreed that the Tenant shall not require the Lender to cure any default which is not susceptible of cure by the Lender.

7. **TENANT'S AGREEMENTS.** The Tenant hereby covenants and agrees that: (i) the Tenant shall not pay any rent or additional rent under the Lease more than one month in advance (except as expressly contemplated by the Lease); (ii) the Tenant shall have no right to appear in any foreclosure action under the Security Instrument unless named as a party to such action by the Lender; (iii) the Tenant shall not amend, modify, cancel or terminate the Lease without the Lender's prior express written consent, and any attempted amendment, modification, cancellation or termination of the Lease without such consent shall be of no force or effect as to the Lender; provided however, the Lender's prior express written consent shall not be required for any amendment or modification of the Lease which does not have the effect of (a) reducing the rent or additional rent payable by the Tenant under the Lease, (b) increasing any liability or obligation of the Landlord under the Lease, (c) decreasing or reducing any liability or obligation of the Tenant under the Lease, (d) shortening or extending the term of the Lease (except in connection with the exercise of an existing termination right or renewal option expressly set forth in the Lease), or (e) reducing the space leased by the Tenant under the Lease (except in connection with the exercise of a right expressly set forth in the Lease); (iv) the Tenant shall not voluntarily subordinate the Lease to any lien or encumbrance (other than the Security Instrument) without the Lender's prior express written consent; (v) the Tenant shall not cancel or terminate the Lease (except as permitted by the terms of the Lease and upon the Tenant's

compliance with Paragraph 6 above) without the Lender's prior express written consent, and any attempted cancellation or termination of the Lease without such consent shall be of no force or effect to the Lender; (vi) the Tenant shall not assign the Lease or sublet all or any portion of the Leased Premises (except as permitted by the terms of the Lease) without the Lender's prior express written consent; (vii) this Agreement satisfies any requirement in the Lease relating to the granting of a non-disturbance agreement; and (viii) the Tenant shall deliver to the Lender, from time to time and within ten (10) days from the date of request, a written statement in form and substance satisfactory to the Lender certifying to certain matters relating to the Lease; provided however, the Lender shall not request any such statement more frequently than one (1) time in any six (6) month period.

8. MISCELLANEOUS

8.1. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Without limiting such understanding, it is expressly understood that all references herein to the Lender shall be deemed to include any subsequent holder of the Security Instrument and/or any other persons or entities succeeding to title to the Mortgaged Premises. Nothing contained in this Agreement shall in any way affect or impair the lien created by the Security Instrument, except as specifically set forth herein.

8.2. Due Execution and Delivery. The Tenant hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by the Tenant and constitutes a legal, valid and binding instrument, enforceable against the Tenant in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally. The Landlord hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by the Landlord and constitutes a legal, valid and binding instrument, enforceable against the Landlord in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally.

8.3. Modifications. This Agreement may not be supplemented, amended or modified without the prior express written consent of the Tenant, the Landlord, and the Lender.

8.4. Notices. All notices and communications under this Agreement shall be in writing and shall be given by either (i) first class mail (postage prepaid), (ii) confirmed electronic transmission, or (iii) reliable overnight commercial courier (charges prepaid) to the addresses listed in this Agreement. Notice shall be deemed to have been given and received: (a) if by mail, three (3) calendar days after the date first deposited in the United States mail; (b) if by electronic transmission, upon receipt of a confirmed transmittal and (c) if by overnight courier, on the date scheduled for delivery. A party may change its address by giving written notice to the other party as specified herein.

8.5. Governing Law. **THIS AGREEMENT WAS NEGOTIATED IN THE COMMONWEALTH OF PENNSYLVANIA, AND MADE BY THE LANDLORD, THE LENDER, AND THE TENANT IN THE COMMONWEALTH OF PENNSYLVANIA, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, THE**

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LANDLORD HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO
ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT,
AND THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE
WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

8.6. Counterparts. This Agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which taken together shall constitute a single agreement.

8.7. Joint and Several Liability. If the Tenant consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

8.8. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

8.9. Waiver of Trial by Jury. The Tenant, the Landlord and the Lender hereby waive to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise relating directly or indirectly to this Agreement or any acts or omissions of the Tenant and the Landlord in connection herewith or contemplated hereby.

8.10. Recordation. The Tenant, the Landlord and the Lender hereby agree that this agreement shall be recorded in the appropriate county records.

8.11. Termination. After payment in full of the indebtedness secured by the Security Instrument and/or the recordation of a release or satisfaction of the Security Instrument, this Agreement shall become void and of no further force or effect. The Lender shall promptly notify the Tenant of the payment in full of the Security Instrument and recordation of such release or satisfaction.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement, all as of the day and year first above written.

TENANT:

MAXIM CRANE WORKS, L.P., a
Pennsylvania limited partnership

By: Maxim Crane Works, LLC, a
Delaware limited liability company, its
general partner

By: [Signature]
Name: RYAN OUTWALD
Title: OFFICER

COMMONWEALTH OF PENNSYLVANIA)
)
ALLEGHENY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that RYAN OUTWALD, whose name as OFFICER of Maxim Crane Works, LLC, a Delaware limited liability company, the general partner of MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership, 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 partnership.

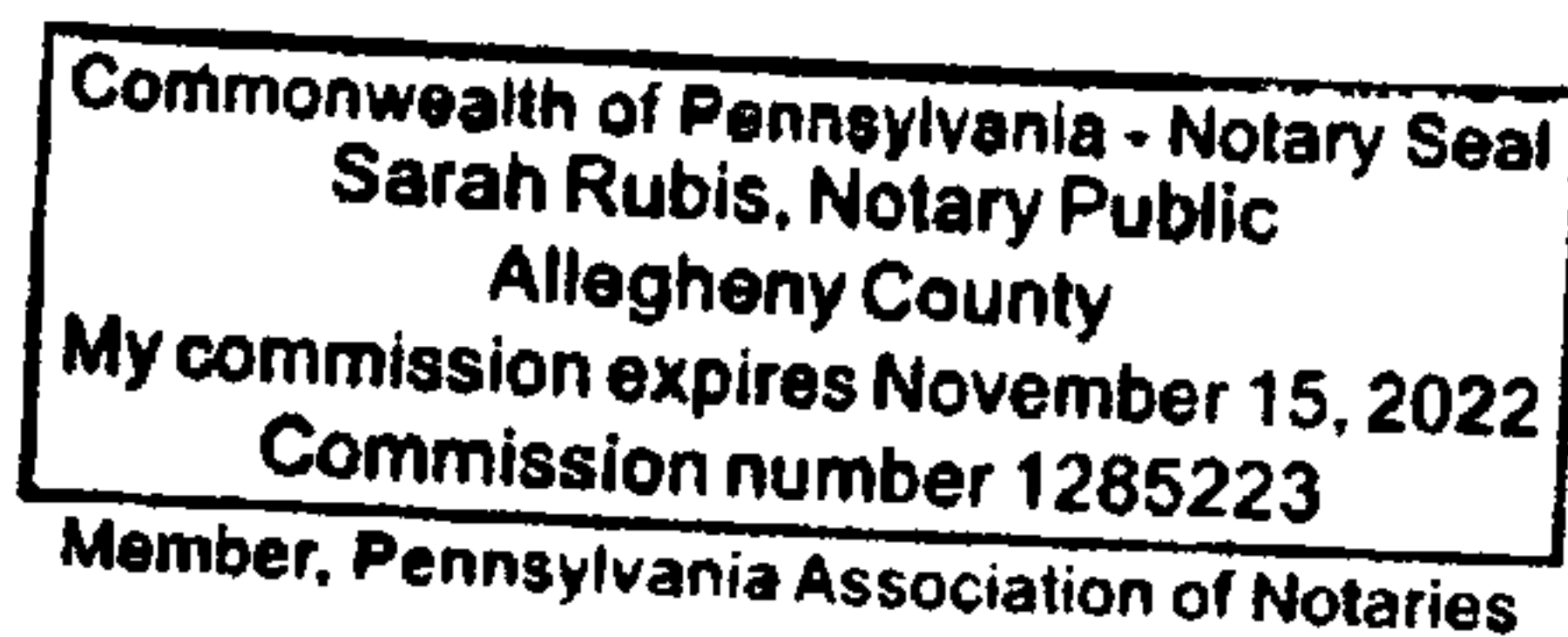
Given under my hand and official seal this 2ND day of FEBRUARY, 2021.

Sarah R.

Notary Public

[NOTARIAL SEAL]

My commission expires: NOVEMBER 15, 2022



[SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT
(MAXIM CRANE WORKS - ALABASTER, AL)]

LANDLORD:

APG INDUSTRIAL ALABASTER, LLC, a Delaware
limited liability company

By: _____

Jeffrey Pustizzi
Authorized Signatory

COMMONWEALTH OF PENNSYLVANIA)

)

PHILADELPHIA COUNTY)

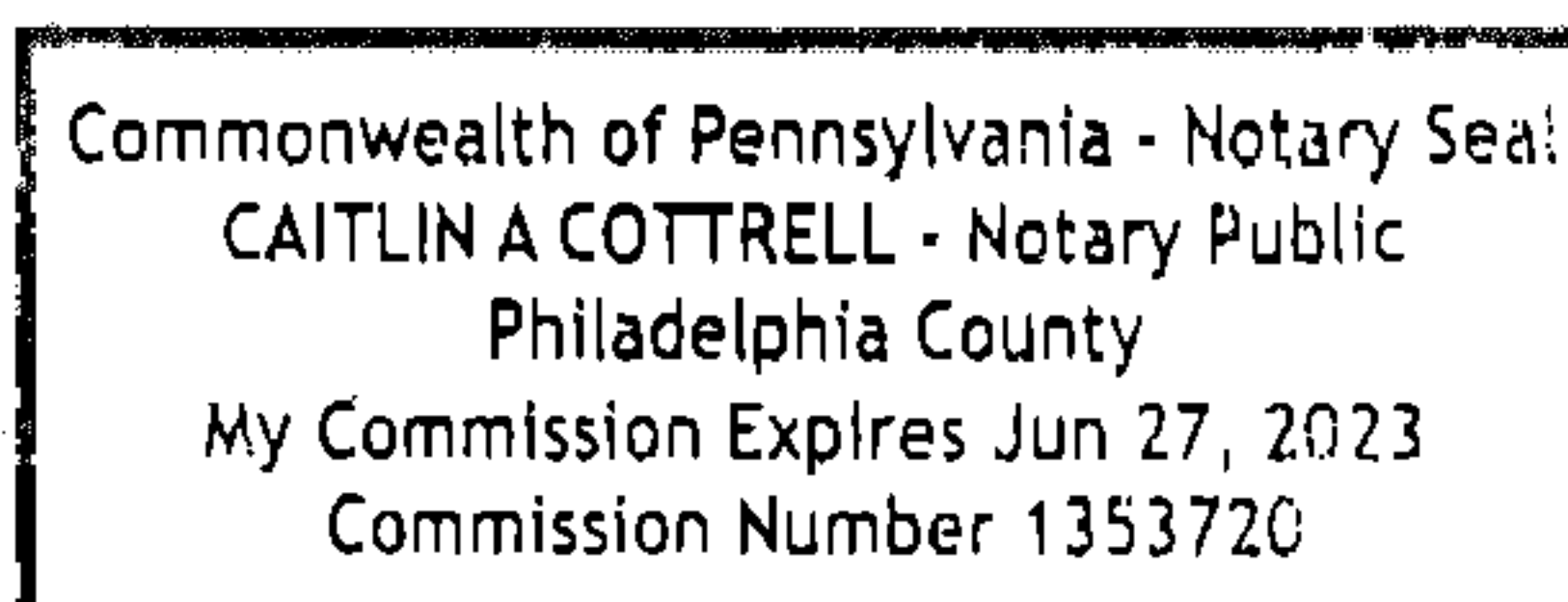
I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffrey Pustizzi, whose name as Authorized Signatory of **APG INDUSTRIAL ALABASTER, LLC**, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Authorized Signatory 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 8th day of February, 2021.

Caithlin A Cottrell
Notary Public

[NOTARIAL SEAL]

My commission expires: June 27, 2023



[SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENMENT AGREEMENT
(MAXIM CRANE WORKS – ALABASTER, AL)]

EXHIBIT "A"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (MAXIM CRANE WORKS – ALABASTER, AL) EXECUTED BY AND AMONG MAXIM CRANE WORKS, L.P., AS THE TENANT, APG INDUSTRIAL ALABASTER, LLC, AS THE LANDLORD, AND WEBSTER BANK, NATIONAL ASSOCIATION, AS THE LENDER,
DATED FEBRUARY 11, 2021**

Legal Description

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

Parcel I:

Commence at the Southeast corner of Section 12, Township 21 South, Range 3 West; thence run West along the South line of said Section a distance of 1048.89 feet to the Northeast right of way line of Interstate Highway I-65; thence turn an angle of 55 degrees 31 minutes to the right and run along said Highway right of way a distance of 237.87 feet; thence turn an angle of 1 degree 08 minutes 06 seconds to the right and run along said right of way line a distance of 210.20 feet; thence turn an angle of 2 degrees 27 minutes 52 seconds to the right and run along a chord of a right of way curve a chord distance of 436.46 feet to a point on the right of way line of Interstate Highway I-65, and the point of beginning; thence turn an angle of 2 degrees 46 minutes 34 seconds to the right to the chord of a right of way curve and run along said right of way curve, (whose delta angle is 3 degrees 05 minutes 15 seconds to the right, tangent distance is 304.82 feet, radius is 11,311.04 feet, chord distance is 609.42 feet, length of arc is 609.50 feet), to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 12; thence continue along said right of way a distance of 194.83 feet to the Southeast right of way line of the L & N Railroad; thence turn to the right and run along said L & N Railroad right of way a distance of 417.32 feet to a point on the South line of the Northwest 1/4 of the Southeast 1/4 of Section 12; thence continue along said right of way a distance of 188.08 feet to the P.C. of a right of way curve; thence continue in the same direction along said right of way curve, (whose delta angle is 14 degrees 44 minutes 28 seconds to the left, radius is 2826.30 feet, length of arc is 727.15 feet), to the North right of way line of a paved county highway; thence turn an angle of 85 degrees 59 minutes to the right from the chord of said curve, and run along said County Highway right of way a distance of 210.00 feet; thence turn an angle of 87 degrees 11 minutes 43 seconds to the right and run a distance of 110.16 feet; thence turn an angle of 1 degree 28 minutes 43 seconds to the right and run a distance of 187.78 feet; thence turn an angle of 17 degrees 09 minutes 34 seconds to the left and run a distance of 512.38 feet to the point of beginning, situated in the South 1/2 of the Southeast 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama.

Assessor's Tax Parcel No. 23 1 12 0 000 064.001

Parcel II A:

Commence at the Southeast corner of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama; thence run West along the South line of said Section 12 a distance of 1048.89 feet to the Northeasterly right of way of Interstate Highway #65; thence turn right 55 degrees 31 minutes 00 seconds and run along said right of way a distance of 237.87 feet; thence turn right 01 degree 08 minutes 06 seconds and run along said right of way a distance of 210.0 feet to the point of beginning; thence turn right 02 degrees 27 minutes 52 seconds to the chord of its curve, whose delta angle is 02 degrees 27 minutes 52 seconds to the right, radius 11,311.04 feet, tangent 243.28 for a chord 486.46 feet, and run along said curve

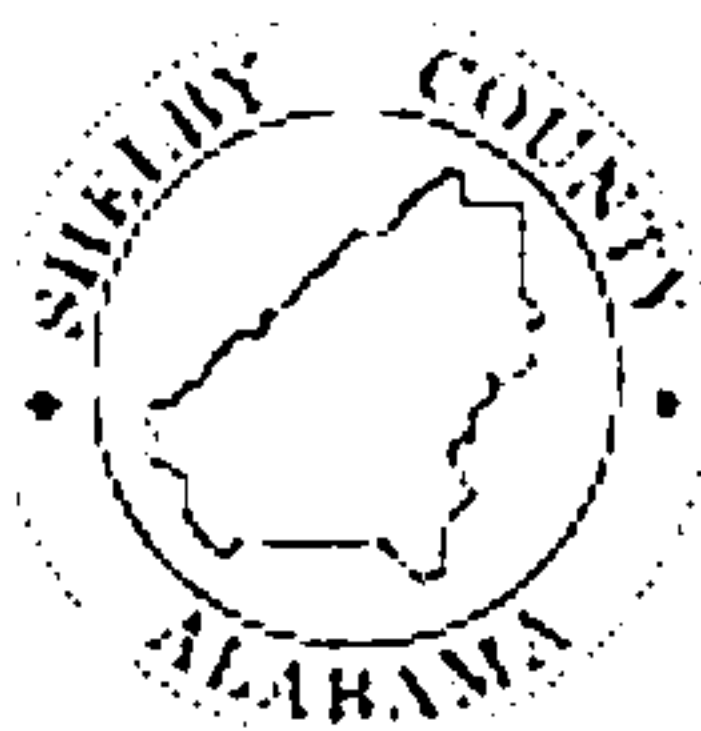
a distance of 486.50 feet; thence turn right 112 degrees 34 minutes 54 seconds from chord of said curve a distance of 512.38 feet; thence turn right 17 degrees 09 minutes 52 seconds a distance of 187.78 feet; thence turn right 92 degrees 47 minutes 00 seconds a distance of 60.07 feet; thence turn right 87 degrees 13 minutes 00 seconds a distance of 206.78 feet; thence turn left 58 degrees 47 minutes 24 seconds a distance of 236.82 feet; thence turn left 73 degrees 28 minutes 36 seconds a distance of 150.0 feet; thence turn right 84 degrees 11 minutes 00 seconds a distance of 210.0 feet to the point of beginning.

Parcel II B:

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.

Assessor's Tax Parcel No. 23 1 12 0 000 063.001

Being the same property as described in Deeds to APG Industrial Alabaster, LLC recorded as Instrument No. 20190102000000970 and Instrument No. 20190212000044470, Shelby County, Alabama Records.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/17/2021 10:44:55 AM
\$53.00 CHARITY
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Allen S. Bayl