STATE OF ALABAMA, JEFFERSON COUNTY)

WHEREAS, heretofore, on to-wit, October 15,1932, Christina
Patterson and The First National Bank of Birmingham, as Trustees under/the will
of J.C.Patterson, deceased, and Amelia Sicard entered into a contract with The
First National Bank of Birmingham in its corporate capacity, in and by which
contract it was agreed, upon the considerations therein named that Amelia Sicard,
who was then and is now the owner of all of the capital stock of Peerless-Cahaba
Coal Company, a corporation, would cause said last named company to convey all
of its property, and assets to a new company to be formed, to be known as the
Peerless Coal Corporation, and

WHEREAS, said new company has been incorporated under the name of Peerless Coal Corporation, and the parties to said contract have undertaken to carry out the provisions thereof, and the undersigned Peerless-Cahaba Coal Company has been called upon to execute said conveyance of its property in compliance with the provisions of said contract, the said Amelia Sicard, sole stock-holder, assenting thereto.

NOW, THEREFORE, in consideration of the premises, and in order to carry out the provisions of said contract, and in consideration of the assumption by the grantee herein of the payment of the indebtedness hereinafter particularly described, and of the sum of One (\$1.00) Dollar cash in hand paid to the undersigned Peerless-Cahaba Coal Company by the Peerless Coal Corporation, the receipt of which is hereby acknowledged, and of other valuable considerations, the undersigned Peerless-Cahaba Coal Company does hereby grant, bargain, sell and convey unto the Peerless Coal Corporation the following described property located in the County of Shelby, State of Alabama, and wherever else the same may be located to-wit:

All of the property, real, personal and mixed, and assets of every kind and description, wherever the same may be located, and every interest, legal or equitable, therein, belonging to, Peerless-Cahaba Coal Company; including all assets and property of the latter company referred to in said agreement.

TO HAVE AND TO HOLD unto the Peerless Coal Corporation, its successors and assigns, in fee simple forever.

As a part of the consideration hereof the grantee herein, the Peerless Coal Corporation, does hereby assume and agree to pay the following particularly described indebtedness owing by Peerless-Cahaba Coal Company as follows, to-wit:

1. Principal indebtedness of \$40,000.00 and interest thereon due to the J.C.

Patterson estate and secured by mortgage executed by Helena-Straven Coal Company to J.C.Patterson as of the first day of June 1922, which mortgage is recorded in the Probate Office of Jefferson County, Alabama, in Volume 1651, at page 410.

2. Principal indebtedness of \$34,000.00 and interest thereon owing to the J.C.

Patterson estate secured by mortgage executed by Helena-Straven Coal Company to J.C.Patterson as of the first day of June, 1922, and recorded in the Probate office of Jefferson County, Alabama, in Volume 1651, at page 410.

3. Principal indebtedness of \$19.000.00 and interest thereon owing to The First

- 3. Printipal indebtedness of \$19,000.00 and interest thereon owing to The First National Bank of Birmingham in its corporate capacity, as evidenced by two notes dated April 28, 1932 and May 24, 1932 and payable July 26, 1932 and August 17, 1932, respectively, and unsecured executed by Peerless-Cahaba Coal Company.

 4. The obligations of that certain lease, and any amendments or modifications
- thereof, which lease is dated December 14, 1926, and was executed by and between

Southern Mineral Land Company, as lessor, and Peerless-Cahaba Coal Company, as lessee.

It is specifically understood and agreed that no indebtedness or liability of any kind of the Peerless-Cahaba Caal Company is assymed hereby, except as particularly set forth in paragraphs numbered 1 to 4, inclusive, above.

In accordance with the provisions of said agreement first above referred to, the grantee herein, by the acceptance of this conveyance, does hereby agree to liquidate, to the extent practicable, and as rapidly as possible, all of the assets and property conveyed hereby, except said lease, and except the machinery, equipment and other property subject to the lien of said mortgages held and owned by the J.C.Patterson estate, and to apply or disburse the proceeds of such liquidation in payment pre rata of all creditors of Peerless-Cahaba Coal Company, including Southern Mineral Land Company, The First National Bank of Birmingham, said J.C.Patterson estate and Amelia Sicard.

And the grantor hereby covenants with the shaid grantee that it is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances except the lien for the current year's taxes, which the grantee assumes and agrees to pay; that the grantor has a good right to sell and convey the same as aforesaid, and will forever warrant and defend the same to said grantee against the lawful claims of all persons.

IN WITNESS WHEREOF, the Peerless-Cahaba Coal Company has caused its name to be subscribed hereto and its corporate seal affixed by C.F. Zuloski Jr., its Vice President who is thereunto duly authorized, all on this the 40th day of October, 1932.

Peerless-Cahaba Coal Company By C.E. Zuloski Jr., Its Vice-Pres.

ATTEST W Coat Secretary.

STATE OF ALABAMA, COUNTY OF----

I, the undersigned authority, in and for said County, in said State, hereby certify that C.F. Zuloski, Jr., whose name as Vice President of the Peerless-Cahaba Coal Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer; and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 20th day of October, 1932. Ouise Thomas, Notary Public.

I, Amelia Sicard, do hereby certify that I am the sole owner and holder of all of the capital stock of Peerless- Cahaba Coal Company, and as such sole stockholder, I do hereby approve, ratify, confirm and authorize the above and foregoing conveyance.

Dated this 20th day of October, d932 .

Amolia Sicard, Hebergerer

STATE OF ALABAMA, SHELBY COUNTY)

I, age Head, Judgeof Probate hereby certify that the within

instrument, was filed for record in this office for record February 4th, 1933 at lockmPM and recorded in need record 95 and page 220 and examined, February 21st, 1933.

Cage Head, Judge of Probate.

STATE OF ALABAMA

I heraby certify that \$.4.7. I rivilege Tax has been peld on the within its trument as required by law.

CAGE