THIS AGREEMENT, made and entered into on this 24th day of May, 1938, by and between George L.Scott and wife, Annie W.Scott, parties of the first part, and Alabama Carbon Dioxide Ice, Inc., a corporation, party of the second part,

WITNESSETH:

That Whereas, the parties of the first part did convey to the party of the second part by a deed dated June 22, 1937, and recorded in the office of the Judge of Probate of Shelby County, Alabama, in deed record 104, at page 400, that certain parcel of land therein described, and did therein grant to the party of the second part certain rights, privileges and easements therein described, and whereas the said parties hereto did enter into an agreement bearing said date and delivered contemporaneously with said deed, which agreement provided, among other things, for the erection, maintenance and operation by the party of the second part on said parcel of land of a plant for the manufacture of carbon dioxide and other products by the party of the second part from the waste or exhaust gases from the three lime kilns of the said George L.Scott, situated on the land of the said Scott adjoining the property described in said deed, all upon the terms, conditions and covenants in said agreement set forth, and

Whereas, the party of the second part duly erected on said parcel of land the said plant in strict accordance with its agreement so to do, and has been operating the same in accordance with the terms of said agreement, and has fully performed to date hereof all the terms of said agreement, and has fully performed to date hereof all the terms, conditions and covenants on its part in said deed and in said agreement contained, and

Whereas, the party of the second part has contemporaneously herewith reconveyed to the said George L.Scott the said parcel of land described in said deed dated June 22, 1937, and recorded in the Office of the Judge of Frobate of Shelby County, Alabama, in deed record 104, at page 400, together with all rights, privileges and easements therein granted, and

Whereas, the parties hereto have contemporaneously herewith entered into and exacuted a new agreement or lease with respect to the properties described and referred to in the aforesaid deed and the aforesaid agreement and the matters and things therein set forth, it being understood that the party of the secondpart would reconvey the property described in said deed to the said George . Scott and that the said agreement would be cancelled by mutual consent and that the party of the second part would reconvey to the said George L. Scott all the estates, rights, privileges and easements conveyed or granted to it by the said deed and agreement, dated June 22,1937;

NOW, THEREFORE, the parties hereto, in consideration of the premises and other considerations accruing to each of them, do hereby mutually agree that the aforesaid agreement be and the same is hereby cancelled.

And the party of the second part, in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid to it by the said George L. Scott, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and conveyunto the said George L. Scott all the rights, privileges, easements and estates granted or conveyed to it by the aforesaid deed of the party of the first part to the party of the second part dated June 22, 1937, and granted or conveyed to it by the aforesaid agreement of the same date and hereby cancelled, excepting from this conveyance, however, and reserving unto the party of the second part all the personal property, buildings, plants, structures, machinery equipment, appliances, pipe lines, facilities and other property placed, erected or installed by or for the party of the second part on the lands described in said deed dated June 22, 1937, or on any other lands of the party of the first part, except the covers now on two of the lime kilns of the party of the first part.

TO HAVE AND TO HOLD the same unto the party of the first part, his heirs and assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, and the said party of the second -part has caused these presents to be executed by J. F.

Oates, its President, and attested by K.H. Clem, its Secretary, and its corporate seal to be hereto affixed, on this 24th day of May, 1938.

George L. Scott

(L.S.)

Annie W.Scott

(L.S.)

Attest: K.H.Clem, Its Secretary

State of the state

Alabama Carbon Dioxide Ice, Inc By J F Oates, Its President:

State of Alabama

Shelby County

I, V. Moore, a Notary Public in and for said County, in said State hereby certify that George L. Scott, and Annie W. Scott, his wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this 24th day of May, 1938

C.V.Moore, Notary Public

State of "labama Jefferson County)

I, R.L.Lange, a Notary Public in and for said County, in said State, hereby certify that J.F.Oates, whose name as President of Alabama Carbon Dioxide Ice, Inc., a 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, he, as such offiver, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 24 day of May, 1938

STATE OF ALABAMA
SHIELBY COUNTY

R.L.Lange, Notary Public

has been pain on the within instrument as required by law.

L. C. WALKER,
JUDGE OF PROBATE