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AGREEMENT BETWEEN R. A. FORTENBERRY AND ECOFF TRUCKING, INC.

THIS AGREEMENT, made the 29 day of November, 1960, by and between R. A. FORTENBERRY, Route 1, Siluria, Alabama, (hereinafter referred to as "SELLER"), and ECOFF TRUCKING, INC., Childersberg, Alabama, (hereinafter referred to as "BUYER");

1. SELLER acknowledges that he is the true and sole owner of authority represented by Certificate #682, said Certificate being on file currently with the Alabama Public Service Commission. The authority held under this Certificate is as follows:

LIME, LIME MANUFACTURING MACHINERY, COTTON MILL MACHINERY, COTTON WASTE, COTTON CARPET CLOTH, COAL, SAND, GRAVEL, CEMENT AND WOOD: Between points and places located within a radius of 200 miles of Siluria, Ala. and including Siluria, IN TRUCKLOAD LOTS ONLY, MINIMUM 10,000 POUNDS.

2. The SELLER agrees to sell and the BUYER agrees to buy the above trucking authority with certain trucking equipment hereinafter set out for the total purchase price of said trucking authority and said trucking equipment to be (\$20,000.00) Twenty Thousand Dollars.

3. The SELLER acknowledges that he has received as consideration for this agreement, the amount of One Thousand Dollars (\$1,000.00), which One Thousand Dollars (\$1,000.00) shall hereinafter be referred to as "escrow money". In consideration of said escrow money paid by ECOFF TRUCKING, INC., the receipt whereof is hereby acknowledged, the SELLER does hereby agree to sell, transfer and deliver unto the said ECOFF TRUCKING, INC., the above trucking authority under Certificate #682, and the following goods and chattels, namely:

- 1 - 1949 White Tractor
- 1 - 1953 Mack Tractor
- 1 - 1955 3½ Ton Tractor
- 2 - 1951 Dorsey Trailers
- 1 - 1951 Olen Trailer
- 1 - 1951 Dorsey Van

4. It is understood and agreed by and between the parties hereto that this proposed sale and transfer will be subject to the approval of the transfer of the above trucking authority in its entirety from SELLER to BUYER by the Alabama Public Service Commission and any appellate Court or Courts to which a favorable order of the Alabama Public Service Commission might be appealed.

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5. If said sale and transfer of the above trucking authority in its entirety is not approved by the Alabama Public Service Commission and any appellate Court or Courts to which the Alabama Public Service Commission order is appealed, then it is specifically understood and agreed by and between the parties hereto that the escrow money of One Thousand Dollars (\$1,000.00) is to be returned by the escrow agent to ECOFF TRUCKING, INC.

6. If the BUYER fails or refuses to complete the sale of the above trucking authority and trucking equipment, for reason other than disapproval by the Alabama Public Service Commission and/or said appellate Court or Courts, then it is specifically understood and agreed by and between the parties hereto that the escrow money of One Thousand Dollars (\$1,000.00) shall be forfeited by ECOFF TRUCKING, INC. and the escrow agent is, in that event, to deliver said money to the SELLER.

7. BUYER agrees that SELLER should continue to operate under Certificate #682 until the sale and transfer of said trucking authority from SELLER to BUYER is approved as above set out.

8. The balance of the purchase price, namely, Nineteen Thousand Dollars (\$19,000.00) shall be paid by BUYER to SELLER upon final approval of the above sale and transfer by the Alabama Public Service Commission and/or said appellate Courts.

DATED this 29 day of November, 1960.

Mrs R. A. Fortenberry
Witness

Witness

Charles E. Phelps
Witness

Witness

R. A. Fortenberry

R. A. Fortenberry

ECOFF TRUCKING, INC.

ATTEST:

BY V. D. Ecoff
As its President

Secretary

STATE OF ALABAMA
MONTGOMERY COUNTY

Before me, a Notary Public in and for said County and said State, hereby certify that V. D. ECOFF and _____

_____, whose names as President ~~and Secretary~~,

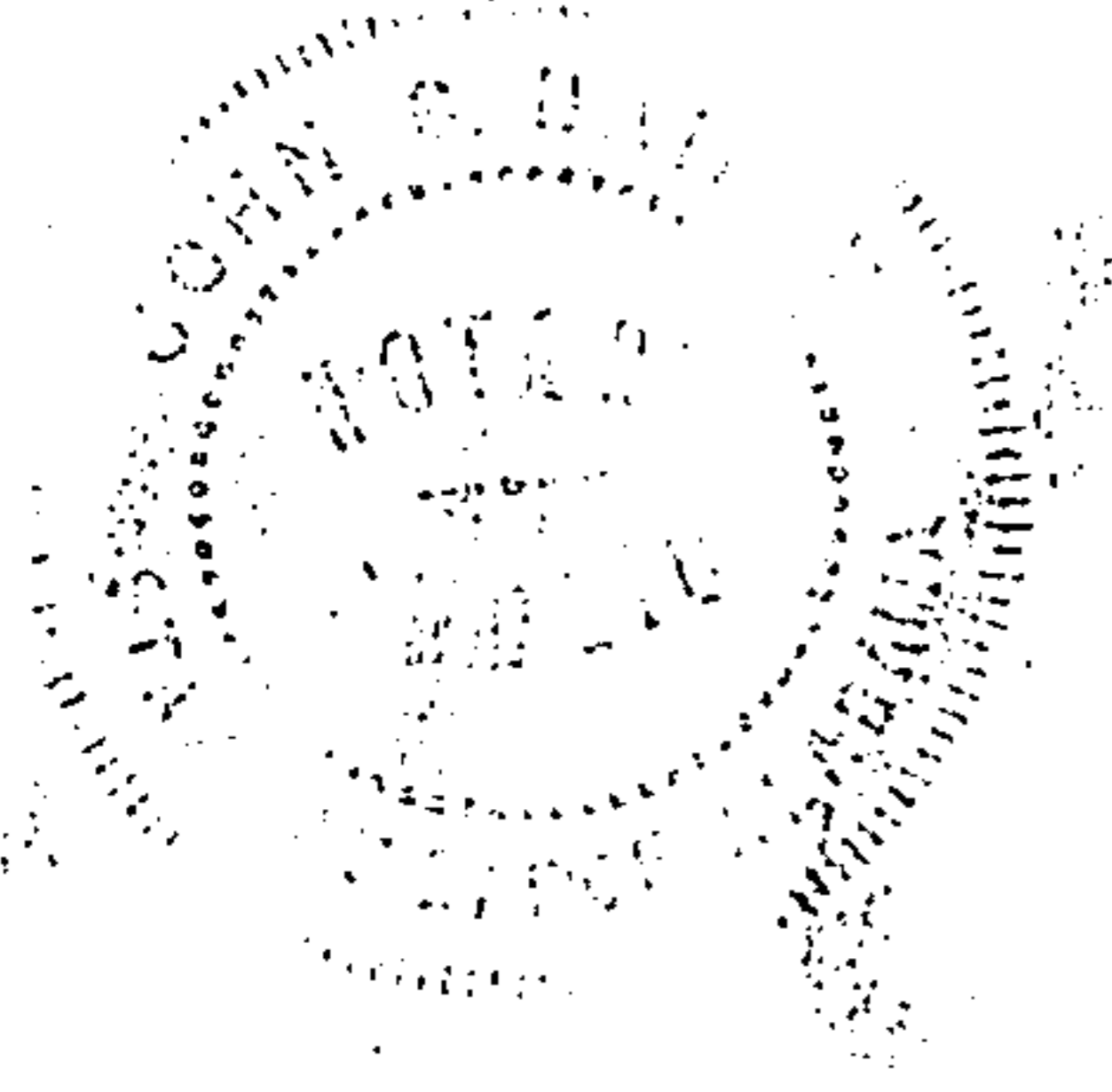
respectively, of ECOFF TRUCKING, INC., a corporation, are signed to the

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foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of this instrument, they as such officers 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 29th day of NOVEMBER, 1960.

John C. Bailey
Notary Public



STATE OF ALABAMA }
SHELBY COUNTY }

I, Conrad M. Fowler, Judge of Probate hereby certify that the within Deed was filed in this office for record the 29 day of Nov 1960 at 7:30 o'clock M. and recorded in Deeds Record 112 page 239 and examined 12-6-60 and the Mortgage Tax of \$ 28.50 Deed Tax of \$ 1.00 has been paid.

Conrad M. Fowler
Judge of Probate

Fee \$ 2.00

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