

## QUIT CLAIM DEED

STATE OF ALABAMA

COUNTY OF SHELBY

\*

\*

KNOW ALL MEN BY THESE PRESENTS:

\*

That, GEORGE HUDDLESTON III, as Personal Representative of the Estate of Bertha Baxley Huddleston, as Personal Representative of the Estate of George Huddleston, Sr., and as Trustee of the George Huddleston Trust and whose address is 5133 Selkirk Drive, Birmingham, Alabama 35242, in such capacity and on behalf of the Estate of Bertha Baxley Huddleston, the Estate of George Huddleston, Sr. and the George Huddleston Trust, AND the undersigned individual grantors, namely JUDY HUDDLESTON; JANE HUDDLESTON AARON; NANCY HUDDLESTON PACKER; MARY H. CHILES IRREVOCABLE TRUST; ALICE JEANNE HUDDLESTON; MAGGIE H. DEERING; NANCY HUDDLESTON and GEORGE HUDDLESTON III, hereinafter also called Grantors, for and in consideration of the payment by HUDDLESTON MINERALS, LLC, hereinafter called the Grantee, of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, have this day bargained and sold and by these presents do hereby grant, bargain, sell, convey and quitclaim unto the said Grantee whether correctly described herein or not, an undivided One Hundred (100%) percent, of all of Grantors' right, title and interest in and to the real property described in Exhibit "A" attached hereto situated in Shelby County, Alabama and including all of the oil, gas and other minerals of every kind and character in, on or under those certain tracts or parcels of land situated in the County of Shelby, State of Alabama, and described as follows, to-wit:

See Exhibit "A", below, at pages 2-A, 2-B and 2-C.

It is the intent of the Grantors to convey all interests in said real property they may own, including, but not limited to all surface interests and any and all oil, gas, coal, iron ore and mineral rights, leasehold, royalty and overriding royalty interests, division orders, unit agreements, pooling agreements, mineral assignments and contracts, owned or claimed by Grantors wherever such interests are located, in Shelby County, Alabama.

TO HAVE AND TO HOLD the said undivided One Hundred (100%) percent interest in all of the said oil, gas, coal, iron ore and other minerals in, on or under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, and with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said Grantee, its heirs, administrators, executors, personal representatives, successors and assigns, forever.



The Grantors agree to execute such further assurances as may be requisite for the full and complete enjoyment of the rights granted in this conveyance and likewise agrees that the Grantee named in this conveyance shall have the right at any time (but is not required) to redeem for Grantors by payment, any mortgages, taxes or other liens on the above-described lands, in the event of default of payment by Grantors, and be subrogated to the rights of the holder thereof as of the date of sale.

This conveyance is made subject to any valid and subsisting mortgage, taxes or other liens or charges, any and all oil, gas, coal, iron ore and other mineral reservations, conveyances, leases or other mineral rights, easements, or other matters applicable to said mineral, royalty interest on said lands, but, for the same consideration hereinabove mentioned, Grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto Grantee, its heirs, administrators, executors, personal representatives, successors and assigns, the same undivided interest (as the undivided interest herein conveyed in the oil, gas, coal, iron ore and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto Grantee, its heirs, administrators, executors, personal representatives, successors and assigns.

This conveyance is a statutory warranty, but Grantee shall have full substitution and subrogation of any and all prior rights and actions of warranty, which Grantors may have.

Witness the signatures of the Grantors, this 21<sup>st</sup> day of February, 2006.

### **EXHIBIT A**

#### **TOWNSHIP 18 RANGE 1 EAST**

Section 29: NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$

Section 30: All of the S  $\frac{1}{2}$  of N  $\frac{1}{2}$  east of Double Oak on Coosa Mountain; W  $\frac{1}{2}$  of SW  $\frac{1}{4}$  ; SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  and SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$

Section 32: NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$

#### **TOWNSHIP 18 RANGE 1 WEST**

Section 22: E  $\frac{1}{2}$  of NW  $\frac{1}{4}$  ; SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$

Section 28: SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  ; NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  ; 25 acres in SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  ; North 16 acres in NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  ; 7 acres in Southeast Corner of NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  ; SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  less & except 2 acres in the Northwest corner

Section 29: 5 acres in the Southeast corner of SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$

Section 32: NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$



**TOWNSHIP 19 RANGE 1 EAST**

- Section 1 : NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  ; SW  $\frac{1}{2}$  of SW  $\frac{1}{4}$  ; SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  ; E  $\frac{1}{2}$  of SE  $\frac{1}{4}$  ; NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  ;
- Section 3 : SE  $\frac{1}{4}$  ; N  $\frac{1}{2}$  of SW  $\frac{1}{4}$  ; SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$
- Section 4 : SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  ; W  $\frac{1}{2}$  of SE  $\frac{1}{4}$  ; SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  ; SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$
- Section 7 : All less & except N  $\frac{1}{2}$  of N1/2 and SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  ;
- Section 8 : S  $\frac{1}{2}$  ; S  $\frac{1}{2}$  of NW  $\frac{1}{4}$  ; NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$
- Section 9 : All less & except E  $\frac{1}{2}$  of NE  $\frac{1}{4}$  and S  $\frac{1}{2}$  of SE  $\frac{1}{4}$
- Section 10: E  $\frac{1}{2}$  of NW  $\frac{1}{4}$  ; NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  less & except 1  $\frac{1}{2}$  acres in the Southwest corner;  
SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  ; All south of the road in NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$
- Section 11: NE  $\frac{1}{4}$  ; S  $\frac{1}{2}$  of NW  $\frac{1}{4}$  ; S  $\frac{1}{2}$
- Section 13: W  $\frac{1}{2}$  of NE  $\frac{1}{4}$  ; NW  $\frac{1}{4}$  ; N  $\frac{1}{2}$  of SW  $\frac{1}{4}$  ; SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$
- Section 15: SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$
- Section 16: All
- Section 17: NE  $\frac{1}{4}$  ; W  $\frac{1}{2}$  ; S  $\frac{1}{2}$  of SE  $\frac{1}{4}$
- Section 18: SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  ; E  $\frac{1}{2}$  of SW  $\frac{1}{4}$  ; E  $\frac{1}{2}$
- Section 19: NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  ; W  $\frac{1}{2}$  of NW  $\frac{1}{4}$  ; E  $\frac{1}{2}$  of SW  $\frac{1}{4}$  ; E  $\frac{1}{2}$
- Section 21: NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  ;
- Section 22: All South of the Highway in SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  ;
- Section 23: All lying North of Highway right-of-way of South 10 acres of SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  ; also a parcel  
330 feet square in Southeast corner of SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  & All North of the right-of-way of the  
East 10 acres in the NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  ;
- Section 31: SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  ; NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$
- Section 36: W  $\frac{1}{2}$  of NW  $\frac{1}{4}$  ; All north and east of county road in SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$

**TOWNSHIP 19 RANGE 1 WEST**

- Section 1 : SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  ; E  $\frac{1}{2}$  of NW  $\frac{1}{4}$  ; N  $\frac{1}{2}$  of SW  $\frac{1}{4}$
- Section 5 : N  $\frac{1}{2}$  of NW  $\frac{1}{4}$  ; SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  ; SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$
- Section 6 : E  $\frac{1}{2}$  of SE  $\frac{1}{4}$  ; SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$
- Section 7 : N  $\frac{1}{2}$  of NE  $\frac{1}{4}$  ;
- Section 8 : SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  ; E  $\frac{1}{2}$  of SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  ; Parcel 150 x 400 feet in SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  ;

Section 9: NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  lying Southeast of the old county road;

Section 11: N  $\frac{1}{2}$  of NE  $\frac{1}{4}$ ; SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; NW  $\frac{1}{4}$ ; NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$

Section 13: All

Section 15: S  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ; W  $\frac{1}{2}$

Section 16: SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; S  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ; E  $\frac{1}{2}$  of NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; S  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$

Section 18: W  $\frac{1}{2}$  of NW  $\frac{1}{4}$

Section 19: All

Section 21: All less & except SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  & all East of county road in NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$

Section 22: NW  $\frac{1}{4}$ ; NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$

Section 23: W  $\frac{1}{2}$  of NW  $\frac{1}{4}$

Section 25: SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$

Section 26: W  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$

Section 31: SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; E  $\frac{1}{2}$

Section 33: NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; W  $\frac{1}{2}$ ; NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ;

Section 35: SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ;

Section 36: W  $\frac{1}{2}$  of NE  $\frac{1}{4}$ ; NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ; S  $\frac{1}{2}$  of SW  $\frac{1}{4}$ ; NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; E  $\frac{1}{2}$  of SE  $\frac{1}{4}$

**TOWNSHIP 19 RANGE 2 EAST**

Section 6: NW  $\frac{1}{4}$

Section 8: S  $\frac{1}{2}$  less & except SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$

**TOWNSHIP 19 RANGE 2 WEST**

Section 13: E  $\frac{1}{2}$  of NE  $\frac{1}{4}$ ; SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$

**TOWNSHIP 20 RANGE 1 EAST**

Section 17: NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; All west of county road in NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; the South 150 ft.  
of NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ; NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$

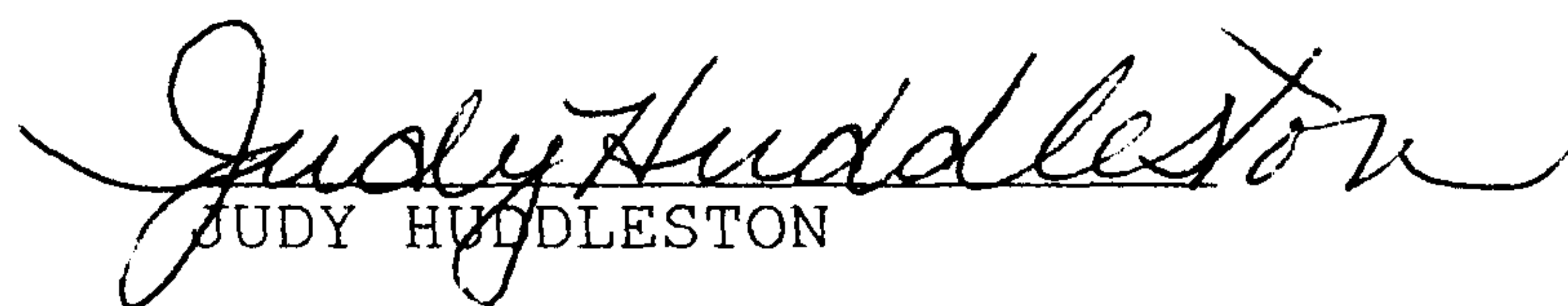
**TOWNSHIP 20 RANGE 1 WEST**

Section 1: N  $\frac{1}{2}$  of NW  $\frac{1}{4}$

**This Page is Followed by Signature Pages Numbered 3 through 10**



JUDY HUDDLESTON SIGNATURE PAGE

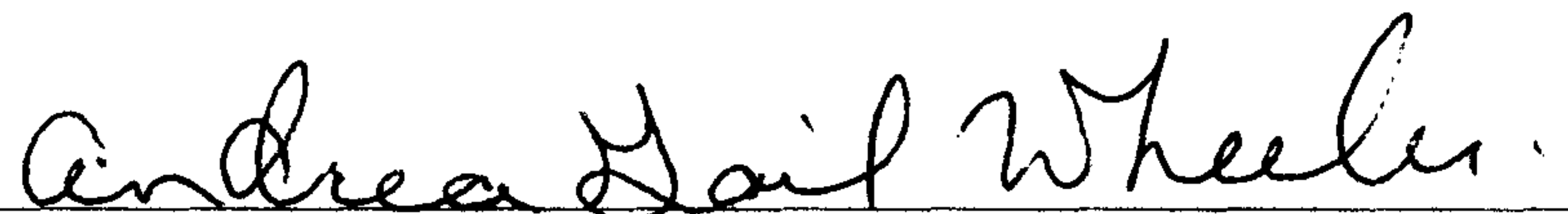
  
JUDY HUDDLESTON

STATE OF ALABAMA )

COUNTY OF WALKER )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JUDY HUDDLESTON, whose name 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of  
July, 2005.

  
NOTARY PUBLIC

My commission expires: 11-10-08

(AFFIX NOTARIAL SEAL)

JANE H. AARON SIGNATURE PAGE

Jane H. Aaron  
JANE H. AARON

STATE OF CALIFORNIA )

COUNTY OF SANTA CLARA )

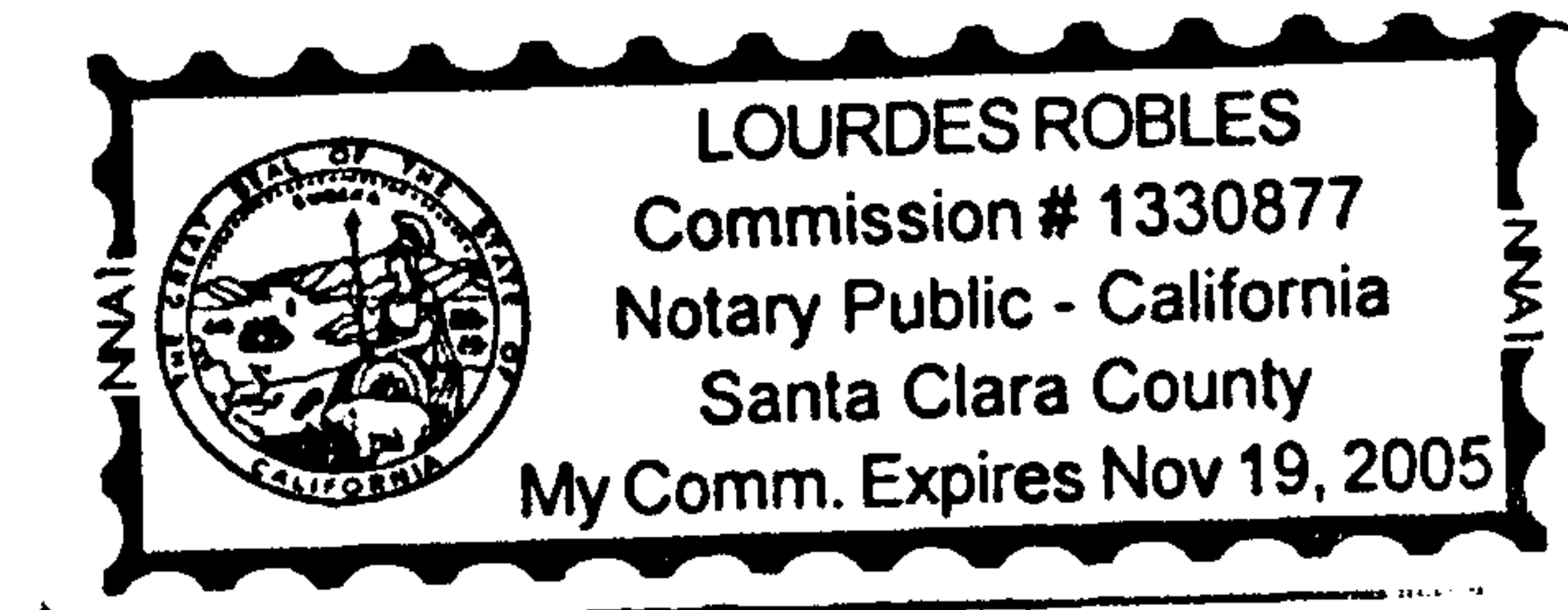
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JANE H. AARON, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

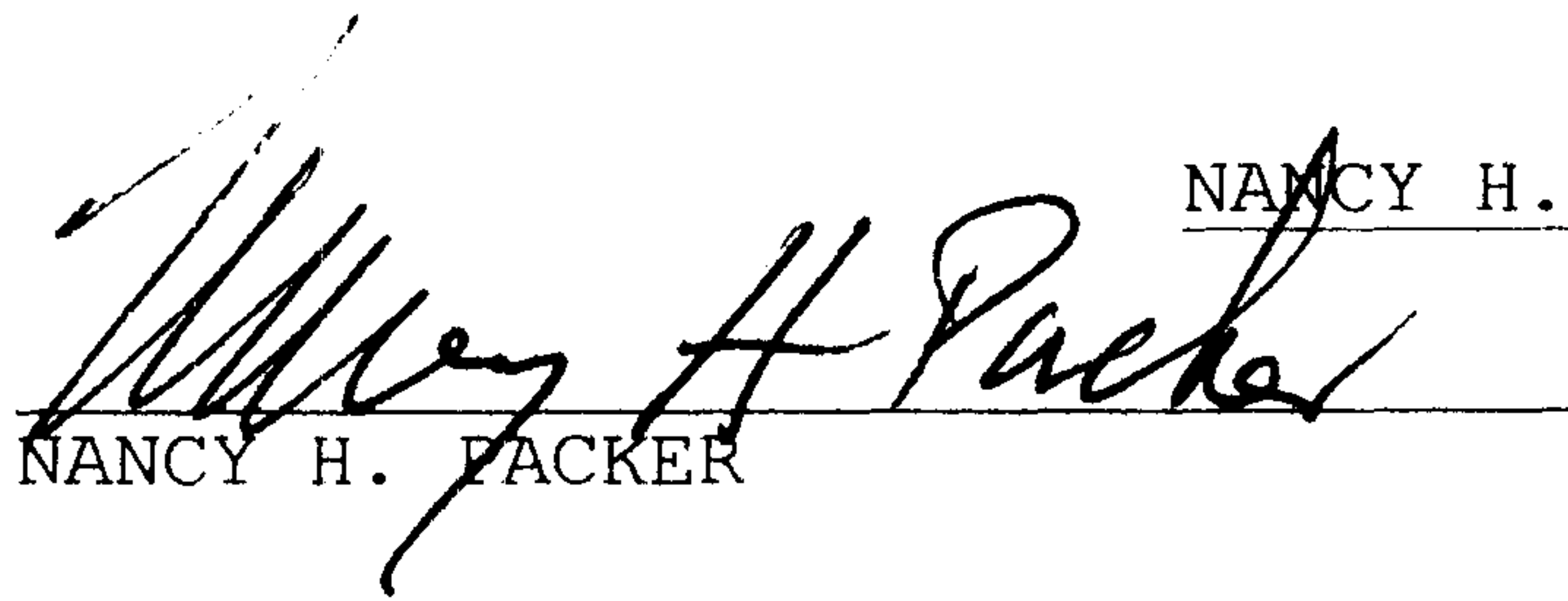
Given under my hand and official seal this the 29 day of July, 2005.

Lourdes Robles  
NOTARY PUBLIC

My commission expires: Nov. 19, 2005

(AFFIX NOTARIAL SEAL)



  
NANCY H. PACKER

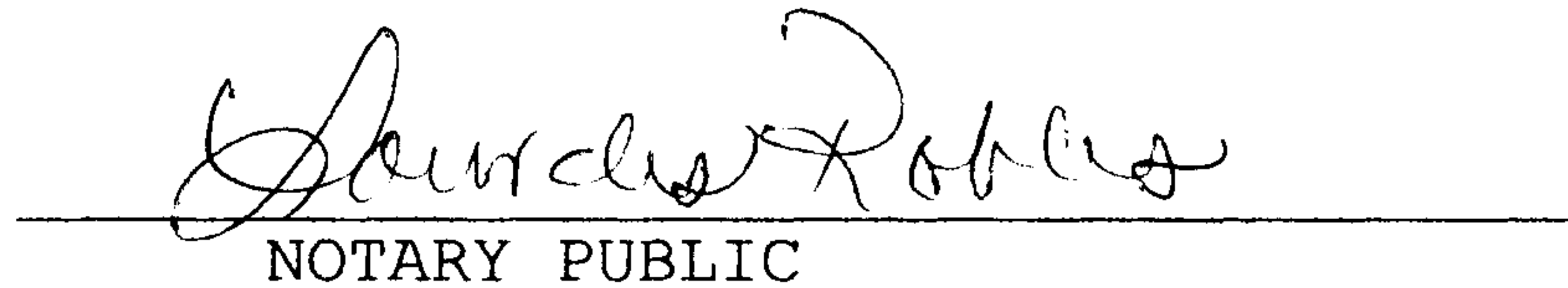
NANCY H. PACKER SIGNATURE PAGE

STATE OF CALIFORNIA )

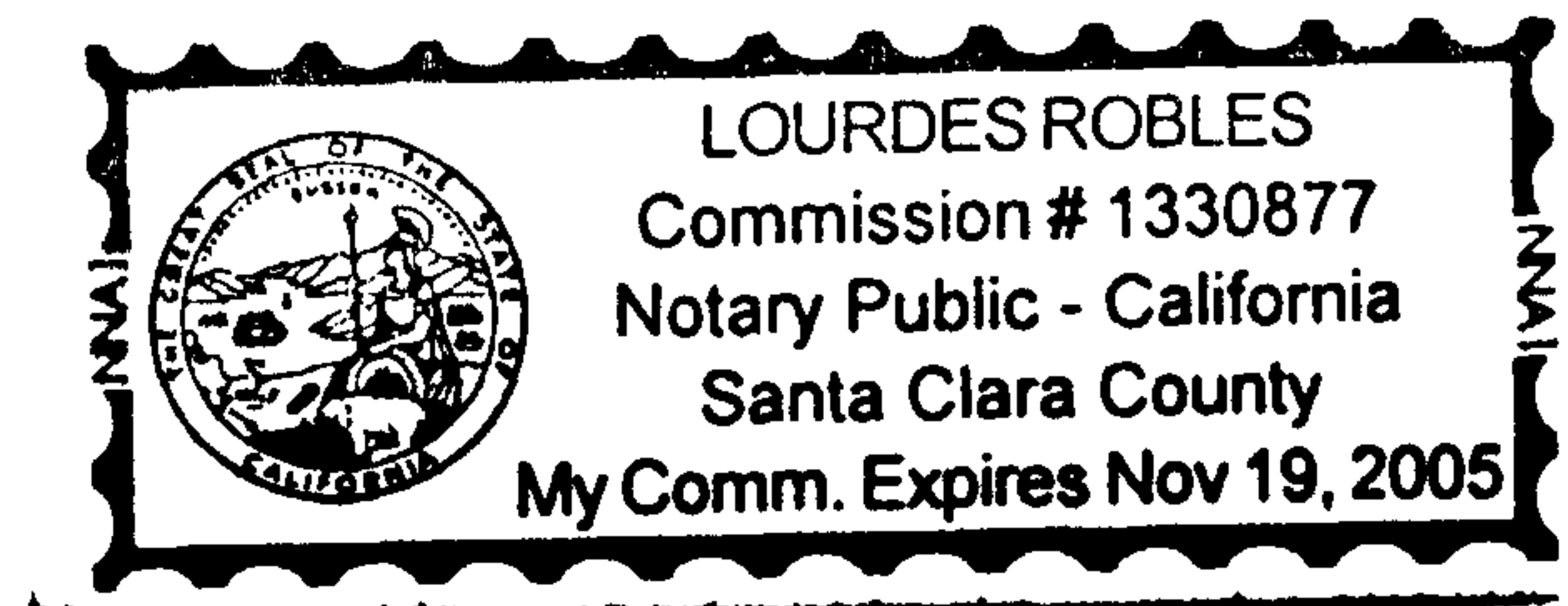
COUNTY OF SANTA CLARA )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that NANCY H. PACKER, whose name 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29<sup>th</sup> day of July, 2005, 2005.

  
NOTARY PUBLIC

My commission expires: Nov. 19, 2005  
(AFFIX NOTARIAL SEAL)





JOHN R. CHILES, TRUSTEE SIGNATURE PAGE

John R. Chiles, Trustee  
JOHN R. CHILES, Trustee

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JOHN R. CHILES, Trustee of the Mary H. Chiles Irrevocable Trust dated January 12, 1981, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29<sup>th</sup> day of August, 2005.

Camp W. Wingate  
NOTARY PUBLIC

My commission expires: 9-27-08

(AFFIX NOTARIAL SEAL)



ALICE JEANNE HUDDLESTON SIGNATURE PAGE

Alice Jeanne Huddleston  
ALICE JEANNE HUDDLESTON

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ALICE JEANNE HUDDLESTON, whose name 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of  
July, 2005.

Donna A. King  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_  
(AFFIX NOTARIAL SEAL) **My Commission Expires**  
**June 15, 2006**

MAGGIE H. ASHER SIGNATURE PAGE

Maggie H. Asher  
MAGGIE H. ASHER

STATE OF MISSOURI )

COUNTY OF )

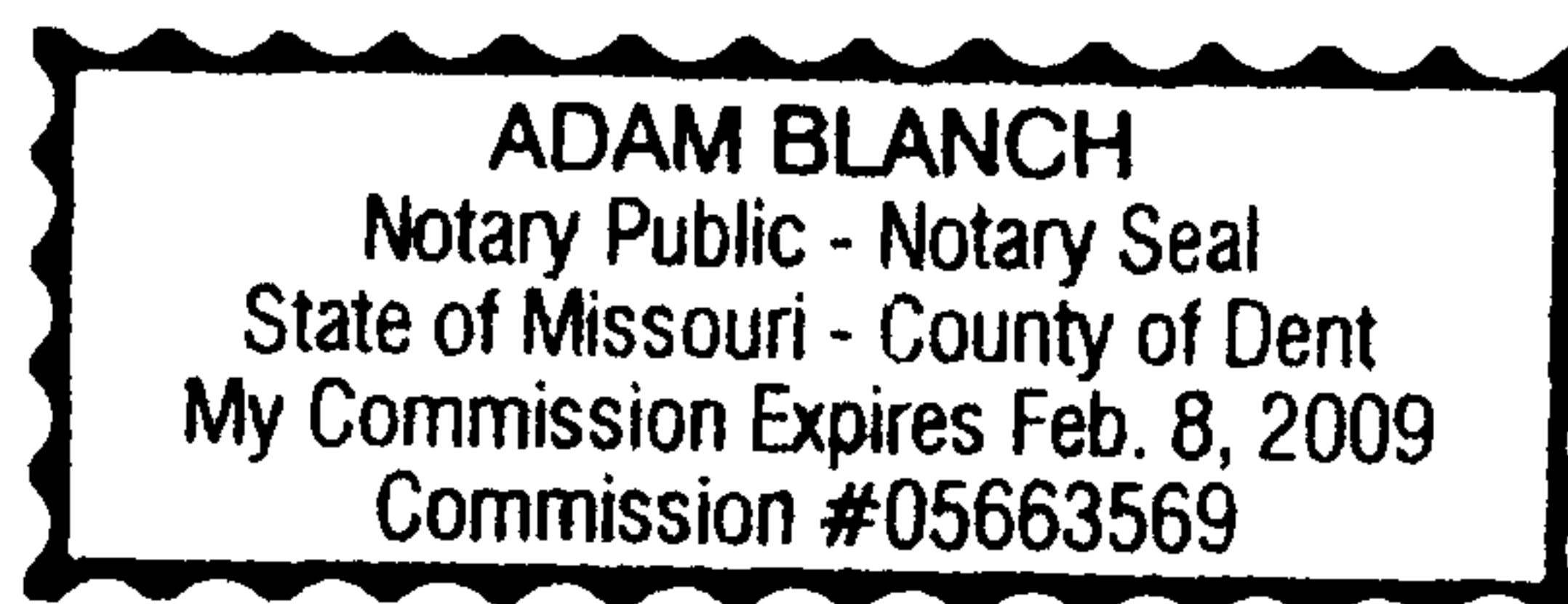
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MAGGIE H. ASHER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29 day of  
July, 2005.

Adam Blanch  
NOTARY PUBLIC

My commission expires: 2/8/09

(AFFIX NOTARIAL SEAL)





NANCY HUDDLESTON SIGNATURE PAGE

Nancy Huddleston  
NANCY HUDDLESTON

STATE OF NEW JERSEY )

COUNTY OF MORRIS )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that NANCY HUDDLESTON, whose name 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of  
August, 2005.

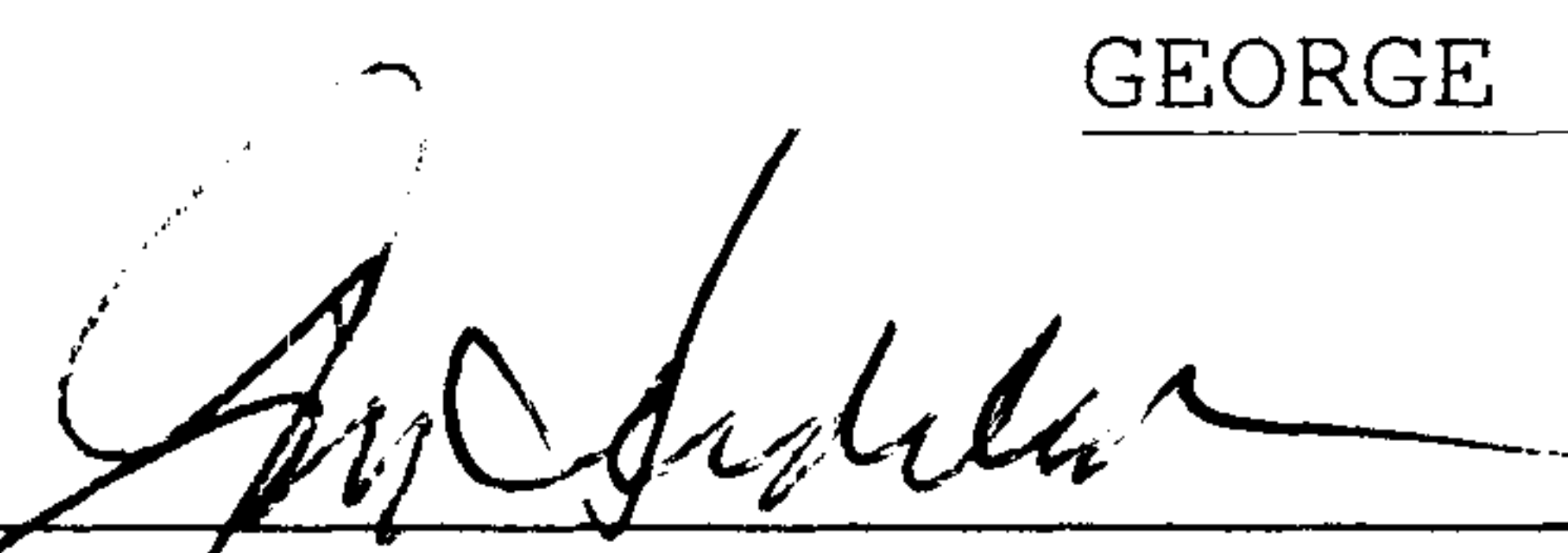
Judith A. Grohbrugge  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

(AFFIX NOTARIAL SEAL)

**JUDITH A. GROHBRUGGE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 12/15/2009**

GEORGE HUDDLESTON III SIGNATURE PAGE

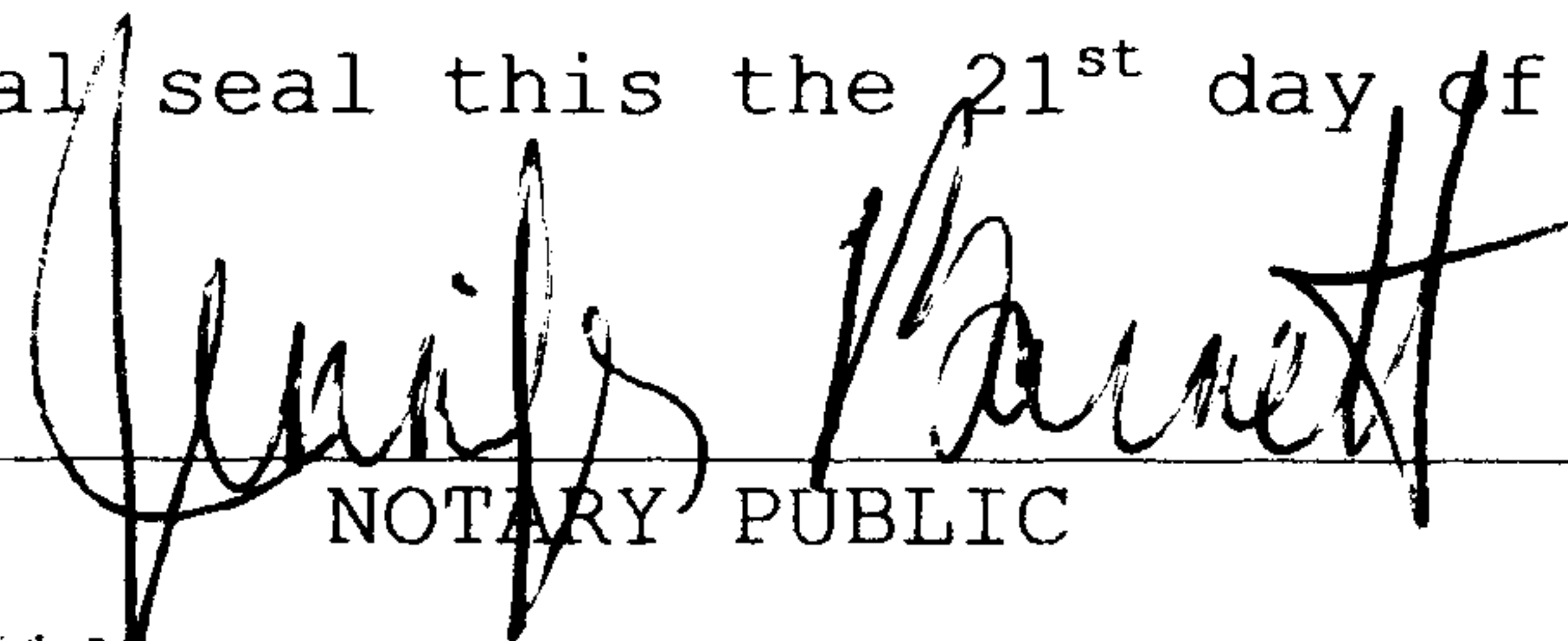
  
GEORGE HUDDLESTON III, Individually  
and as Personal Representative of the Estate  
of Bertha Baxley Huddleston,  
as Personal Representative of the Estate  
of George Huddleston, Sr., and as Trustee  
of the George Huddleston Trust

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that GEORGE HUDDLESTON III, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21<sup>st</sup> day of February, 2006.

  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

(AFFIX NOTARIAL SEAL)

**This instrument prepared by:**

**George Huddleston III  
Attorney at Law  
5133 Selkirk Drive  
Birmingham, Alabama 35242**