

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

ASSIGNMENT OF LOAN DOCUMENTS
(Without Recourse)

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED (referred to as the "Assignor"), for valuable and sufficient consideration to it paid by CHARLES M. MCKELL ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, and set over unto Assignee, without recourse, his heirs, successors, and assigns, all of the right, title and interest of Assignor in and to the Loan Documents described hereinbelow. As used herein, the following terms shall have the following meanings:

"Borrower" shall collectively refer to BERT WESLEY CALVERT, MLC MINERALS, LLC, an Alabama limited liability company, and the TRUST.

"Reimbursement Agreement" shall refer to the Reimbursement Agreement dated March 31, 2010, executed by the Borrower in favor of Lender.

"Indenture" shall refer to the Mortgage and Security Agreement dated March 31, 2010, executed by the Trust in favor of Assignor securing the Loan Documents, and recorded as Instrument No. 20100402000098300, in the Depository.

"Depository" shall refer to the Probate Court of Shelby County, Alabama.

"Loan Documents" shall refer to the Reimbursement Agreement, Indenture, UCC Financing Statement recorded with the Secretary of State as Instrument Number B-10-0188812, together with such guarantees, security agreements, escrow and security agreements, and other loan documents, if any, executed by or on behalf of Borrower in favor of Lender to further secure the Obligations.

"Trust" shall refer to John C. Fay, Jr., as Trustee of THE JOHN CHARLES FAY, JR. TRUST AMENDED AND RESTATED (A Revocable Living Trust).

"Obligations" shall refer to all obligations of Obligor to Lender under the Loan Documents.

"Obligors" shall refer to Borrower, the Trust, Allied Minerals, Inc., and all guarantors, makers, and mortgagors, in either case, whether by accommodation or otherwise, under any one or more Loan Documents.

This Assignment is made without recourse against Assignor, and is made subject to the terms of an Agreement of Release and Indemnity which is incorporated herein by reference.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed under seal by its duly authorized officer as of the 8TH day of June, 2010.

"ASSIGNOR:"

ALAMERICA BANK

By: Lawrence R. Tak [SEAL]
Name: Lawrence R. Tak
Its: PRESIDENT & CEO

STATE OF ALABAMA)
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lawrence R. Tak, whose name as President & CEO of Alamerica Bank, 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 banking institution on the day the same bears date.

Given under my hand and official seal this 8TH day of June, 2010.

Louise A. Wood
Notary Public

My Commission Expires: Aug 17, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS