


THIS INSTRUMENT WAS PREPARED BY: MICHAEL T. ATCHISON,  
ATTORNEY AT LAW, INC.  
P.O. BOX 822  
COLUMBIANA, AL 35051

  
20100617000192650 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
06/17/2010 12:04:30 PM FILED/CERT

-----  
STATE OF ALABAMA  
SHELBY COUNTY

### ASSIGNMENT

For valuable consideration in hand paid to the undersigned by National Coal of Alabama Inc, assignee the receipt where of is here by acknowledged, the undersigned does hereby assign, transfer and set over in to National Coal of Alabama, Inc., the assignee, their successors and assigns, a 71.61% interest of the Assignor in and to the loan documents described herein below

**“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, mortgage in Instrument No. 20100402000098300, Probate Office in Shelby County, Alabama, last assigned in Instrument No. 2010061000018443.

**“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.

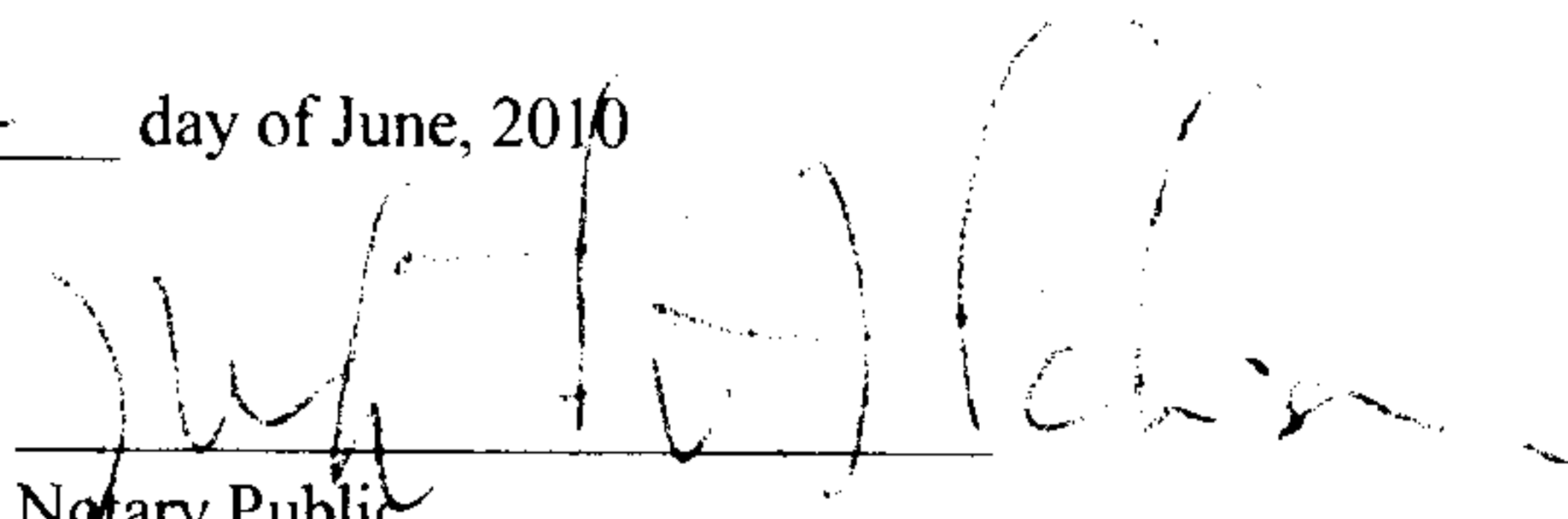
IN WITNESS WHEREOF, Charles M. McKell assignor has set his hand and seal this  
17th day of June, 2010

  
\_\_\_\_\_  
Charles M. McKell

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify, that Charles M. McKell, whose name 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 this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 17th day of June, 2010

  
\_\_\_\_\_  
Notary Public  
My commission expires: 10/16/2012

