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Shelby Cnty Judge of Probate, AL  
01/31/2020 11:17:15 AM FILED/CERT

**ASSIGNMENT OF MEMBERSHIP INTEREST  
OF  
KMP ENTERPRISES, LLC  
AN ALABAMA LIMITED LIABILITY COMPANY**

**THIS ASSIGNMENT OF MEMBERSHIP INTEREST** of KMP Enterprises, LLC, is made and entered effective as of the 1<sup>st</sup> day of January, 2020, by and among James S. King, Michael A. King and Chris S. King, as Co-Trustees of the Family Trust U/W James L. King (hereinafter referred to as the "Assignor") and James S. King, Michael A. King, Chris S. King, Lara King Bell and Kathy King Dunbar (hereinafter referred to individually as an "Assignee" and collectively as the "Assignees"):

**WITNESSETH:**

**WHEREAS**, KMP Enterprises, LLC, an Alabama limited liability company (hereinafter referred to as the "Company"), was created on July 22, 2018; and

**WHEREAS**, Assignor desires to transfer and assign the entirety of its twenty-five percent (25%) Membership Interest in the Company to Assignees in the following percentages: a five percent (5%) Membership Interest in the Company to James S. King, a five percent (5%) Membership Interest in the Company to Michael A. King, a five percent (5%) Membership Interest in the Company to Chris S. King, a five percent (5%) Membership Interest in the Company to Lara King Bell and a five percent (5%) Membership Interest in the Company to Kathy King Dunbar, including such Assignor's property rights (each such Membership Interest hereafter individually referred to as the "Assigned Interest"), and each Assignee desires to acquire said Assigned Interest.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants of the parties, the parties do hereby agree and bind themselves as follows:

1. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration from each of the Assignees, the receipt of which is hereby acknowledged, the Assignor does hereby transfer, assign and set over to each of the Assignees all of Assignor's right, title and interest to the Assigned Interests, including Assignor's property rights, free and clear of all claims, liens, charges or encumbrances of any kind. Each Assignee hereby agrees that each Assignee will assume the obligations, rights and responsibilities of the Assignor with respect to such Assignee's ownership of the Assigned Interest. Each Assignee further agrees to consent and be bound by the terms of the Operating Agreement of the Company as to the Assigned Interest.

2. In further consideration of the premises and the mutual covenants of the parties, Assignor does hereby indemnify and hold harmless each Assignee from any and all claims, demands, damages, actions or causes of actions, obligations, responsibilities, liabilities, loss, claims, costs or expenses, including attorneys fees associated with Assignor's ownership of the Assigned Interest, and each Assignee does hereby indemnify and hold Assignor harmless from any and all claims, demands, damages, actions or causes of action, obligations, responsibilities, liabilities, loss, claims, costs or expenses, including attorneys fees associated with each Assignee's ownership of the Assigned Interest.

3. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties hereto.

4. The construction, validity and enforcement of this Assignment shall be determined according to the laws of the State of Alabama.

5. Any amendment to this Assignment must be in writing and signed by all parties hereto.

6. This Assignment may be executed in several counterparts, each of which shall be treated as original signatures and all which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the first day written above.

**ASSIGNOR:**

James S. King  
James S. King, as Co-Trustee of the Family Trust  
U/W James L. King

Michael A. King  
Michael A. King, as Co-Trustee of the Family Trust  
U/W James L. King

Chris S. King  
Chris S. King, as Co-Trustee of the Family Trust  
U/W James L. King

**ASSIGNEES:**


James S. King  
James S. King

Michael A. King  
Michael A. King

Chris S. King  
Chris S. King

Lara King Bell  
Lara King Bell

Kathy King Dunbar  
Kathy King Dunbar

  
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U/W James L. King

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Michael A. King, as Co-Trustee of the Family Trust  
U/W James L. King

\_\_\_\_\_  
Chris S. King, as Co-Trustee of the Family Trust  
U/W James L. King

**ASSIGNEES:**

\_\_\_\_\_  
James S. King

\_\_\_\_\_  
Michael A. King

\_\_\_\_\_  
Chris S. King

\_\_\_\_\_  
Lara King Bell

\_\_\_\_\_  
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U/W James L. King

Chris S King  
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Chris S. King, as Co-Trustee of the Family Trust  
U/W James L. King

**ASSIGNEES:**

\_\_\_\_\_  
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\_\_\_\_\_  
Michael A. King

Chris S. King  
\_\_\_\_\_  
Chris S. King

\_\_\_\_\_  
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U/W James L. King

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Chris S. King, as Co-Trustee of the Family Trust  
U/W James L. King

**ASSIGNEES:**

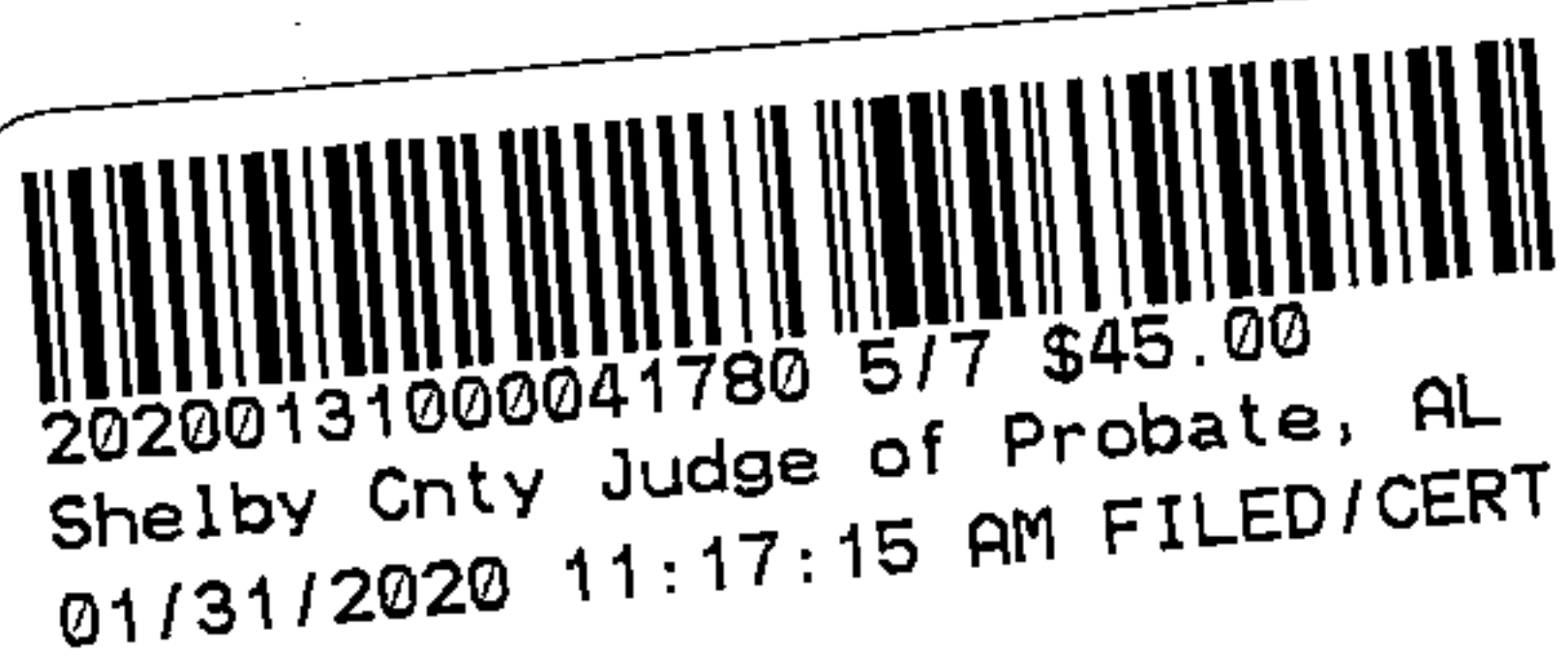
\_\_\_\_\_  
James S. King

\_\_\_\_\_  
Michael A. King

\_\_\_\_\_  
Chris S. King

\_\_\_\_\_  
*Lara King Bell*  
Lara King Bell

\_\_\_\_\_  
Kathy King Dunbar



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Chris S. King

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Lara King Bell

\_\_\_\_\_  
*Kathy King Dunbar*  
Kathy King Dunbar

  
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### CONSENT OF MEMBERS

As a Member of KMP Enterprises, LLC, I hereby consent to the assignment of a five percent (5%) Assigned Interest in the Company to James S. King, a five percent (5%) Assigned Interest in the Company to Michael A. King, a five percent (5%) Assigned Interest in the Company to Chris S. King, a five percent (5%) Assigned Interest in the Company to Lara King Bell and five percent (5%) Assigned Interest in the Company to Kathy King Dunbar, including property rights, and further consent to the admission of each Assignee as a Member as to the Assigned Interest transferred to such Assignee.

Effective as of January 1, 2020. ~~2019.~~

#### MEMBERS

Dorothy N. Messer  
Dorothy N. Messer

Dorothy N. Messer  
Dorothy N. Messer, Trustee of the Roy E. Messer  
2000 Trust



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