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Shelby Cnty Judge of Probate, AL
06/27/2007 09:49:29AM FILED/CERT

ASSIGNMENT OF INTEREST AND AGREEMENT

1. **This Agreement between all the below undersigned Shareholders of Infinity Investment Group, Inc., of 4036 Bent River Lane, Shelby County, Alabama (the "contracting stockholders"), and all the below signed Members of P3 Construction, LLC, a Limited Liability Company organized and existing under the laws of Alabama, with its principal office located at 4036 Bent River Lane, Shelby County, Alabama**

Receipt of Property and Assumption of Liabilities

2. **The undersigned, being all the shareholders of Infinity Investment Group, Inc., acknowledge receipt of the following undivided interests, constituting all the right, title, and interest of the limited liability company known as P3 Construction, LLC., in and to all of its property, real and personal, tangible and intangible, known and unknown, in complete transfer of ownership of the limited liability company and its below signed members and managers.**

In consideration of the assignment of the above undivided interests, each of the undersigned shareholders assumes and agrees to discharge all known liabilities and obligations of the limited liability company, to the extent of the undivided interest in the property received by such shareholder.

REPRESENTATION AND WARRANTIES BY INFINITY INVESTMENT GROUP, INC AND ITS SHAREHOLDERS.

Said Corporation represents and warrants that:

- A. Corporation is a corporation duly organized and existing under the laws of Alabama and has adequate corporate powers to enter into and perform the provisions of this agreement. The signers of this agreement on its behalf are duly authorized to execute the agreement by its board of directors and that no further corporate action is necessary for such execution.
- B. There is no legal, administrative or other proceeding pending or threatened against said Corporation which would materially affect its financial condition.
- C. The consummation of the transactions provided for in this agreement will not result in the breach of any term of provision or constitute a default under any indenture, mortgage, deed of trust, or other agreement to which said Corporation is party

**REPRESENTATIONS AND WARRANTIES BY P3 CONSTRUCTION,
LLC AND MEMBERS**

Said Company represents and warrants that:

- A. Company is a Limited Liability Company duly organized and existing under the laws of Alabama and has adequate powers to enter into and perform the provisions of this agreement. The signers of this agreement on its behalf are duly authorized to execute the agreement by its managers and or members and that no further company action is necessary for such execution.
- B. There is no legal, administrative or other proceeding pending or threatened against said Company which would materially affect its financial condition.
- C. The consummation of the transactions provided for in this agreement will not result in the breach of any term of provision of or constitute a default under any indenture, mortgage, deed of trust, or other agreement to which said Company is a party.

The parties have executed this agreement in triplicate the 20th day of April 2007.

ATTESTED:

Secretary

As in my capacity as Director/Shareholder of Infinity Investment Group, Inc.

As in my capacity as Director/Shareholder of Infinity Investment Group, Inc.

AND

As in my capacity as Manager/Member of P3 Construction, LLC

As in my capacity as Manager / Member of P3 Construction, LLC