

STOCK TRANSFER AGREEMENT

This Transfer Agreement is entered into as of this 30th day of March, 2014 at 3:21 PM by and among Jesus Alejandro Martinez Baltazar (hereinafter referred to as the "Transferor") and Omar Zavala (hereinafter referred to as the "Transferee") and LGMB Enterprises, Inc., (hereinafter referred to as the "Corporation") an Alabama corporation.

WITNESSTH

WHEREAS, the Transferor are the sole shareholders of the Corporation owing collectively 100 shares of common stock, par value of \$1.00 a share, being all of the outstanding stock of the Corporation and (hereinafter referred to as the "shares");

WHEREAS, the Transferor and the Transferee have entered into this Stock Transfer Agreement pursuant to which the Transferor wish to transfer twenty (20) of their shares in the Corporation to the Transferee;

WHEREAS, to induce the Corporation to consent to said transfer of shares by the Transferor to the Transferee, the Transferee wishes to make the agreement set forth herein;

NOW, THEREFORE, the Transferor, the Transferee, agree to be legally bound hereby, hereby agree as follows:

1. The Transferor represent and warrant that they are the true and lawful beneficial and record owner of the shares and by separate instrument is transferring to the Transferee, subject to the consent of the Corporation as herein provided, all right, title and interest of the Transferor in and to the shares.
2. The Transferor hereby expressly waive any preemptive rights and/or rights of first refusal that they may otherwise have as a result of the certificate of formation of the Corporation.
3. The Transferor represent and warrant they acquired the shares for investment purposes and not with a view to the transfer or further distribution thereof, and that the transfer of the shares to the Transferee has been occasioned by a change in circumstances on the part of the Transferor that has necessitated the transfer of the shares from the Transferor to the Transferee.
4. The Transferee represents and warrants to the Corporation the following:
 - (a) that the Transferee is acquiring the shares for investment purposes and not with a view to the resale or further distribution thereof; and
 - (b) that the Transferee has not relied on any representations or warranties made by the Corporation in determining to affect the acquisition of the Shares; and
 - (c) the Transferee has independently evaluated the merits and risks of her acquisition of the Shares.
5. That in the event that Transferee wishes to later transfer their shares, they shall give Transferor thirty (30) days written notice before doing so and offer to the Transferor the right of first refusal to buy the Transferee shares of stock.
6. In reliance on the foregoing representations, warranties and covenants, the Corporation hereby consents to the transfer of the shares from the Transferor to the Transferee, and agrees to cause such transfer to be reflected on the books and records of the Corporation.
7. The Transferee shall indemnify and hold the Corporation harmless from and against any claim,

liability, loss or expense (including reasonable attorneys' fees) that the Corporation may suffer or incur arising out of or based upon or in any way related to any breach of the representation, warranties and covenants of the Transferor and the Transferee hereunder.

IN WITNESS WHEREOF, the undersigned have executed this Stock Transfer Agreement as of the date first written above.

TRANSFEROR

X [Signature]
Signature
Printed Name: X Jesus Martinez
Social Security Number X [REDACTED]

TRANSFEE


X [Signature]
Signature
Printed Name: X Omar Zavala
Social Security Number [REDACTED]

X [Signature]
CORPORATION

X By: Jesus Martinez

Its: President
Title

This Instrument Prepared By:
John Martin Eades, Jr. Esq.
John Martin Eades, Jr., P.C.
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Shelby Cnty Judge of Probate, AL
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