

**SECOND AMENDMENT TO
COMMERCIAL PARTNERSHIP AGREEMENT
OF KMP ENTERPRISES**

THIS AMENDMENT TO COMMERCIAL PARTNERSHIP AGREEMENT OF KMP ENTERPRISES, an Alabama Partnership (this "Amendment") is made effective as of the 29th day of December, 2014, by and among the undersigned Partners, as all of the Partners of the Partnership.

RECITALS

1. Capitalized terms used but not specifically defined in this Amendment shall have the meanings ascribed to such terms in the Commercial Partnership Agreement of KMP Enterprises, dated July 30, 1979, to which this Amendment is hereby attached and incorporated by reference, except as otherwise expressly provided herein.

2. Due to the death of one of the partners, namely, James L. King, the Partners desire to amend the Partnership Agreement in certain limited respects for the sole purpose of documenting the identities of existing partners of the Partnership, including the percentage interests of the Partnership held by each of them, and in connection therewith, to reaffirm all of the Partners' rights and duties arising thereunder, all in accordance with the terms and conditions thereof.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual understandings, covenants and agreements contained herein, and in further consideration of the premises, mutual covenants and agreements contained in the Partnership Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

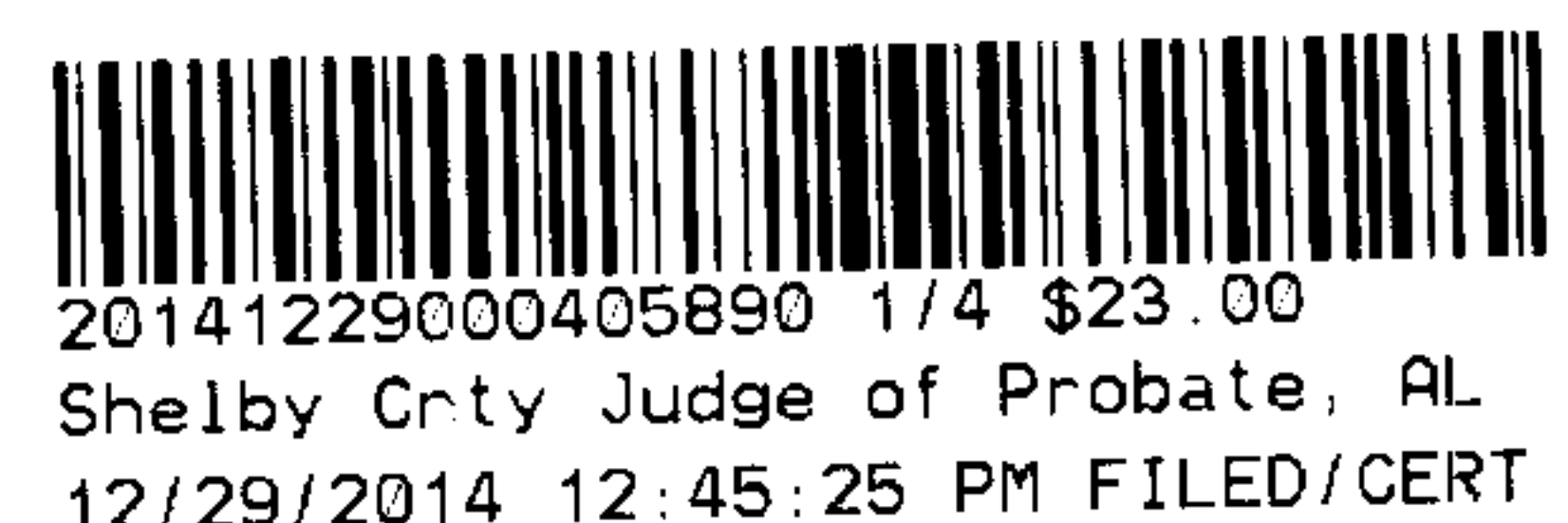
1. Amendments. The following amendments to the Partnership Agreement are hereby made effective on the date and year first above written, to wit:

(a) Article X of the Partnership Agreement is amended to read as follows:

See Schedule 1(a) attached hereto and incorporated herein by reference.

(b) A new Article XXII is added to the Partnership to read as follows:

See Schedule 1(b) attached hereto and incorporated herein by reference.



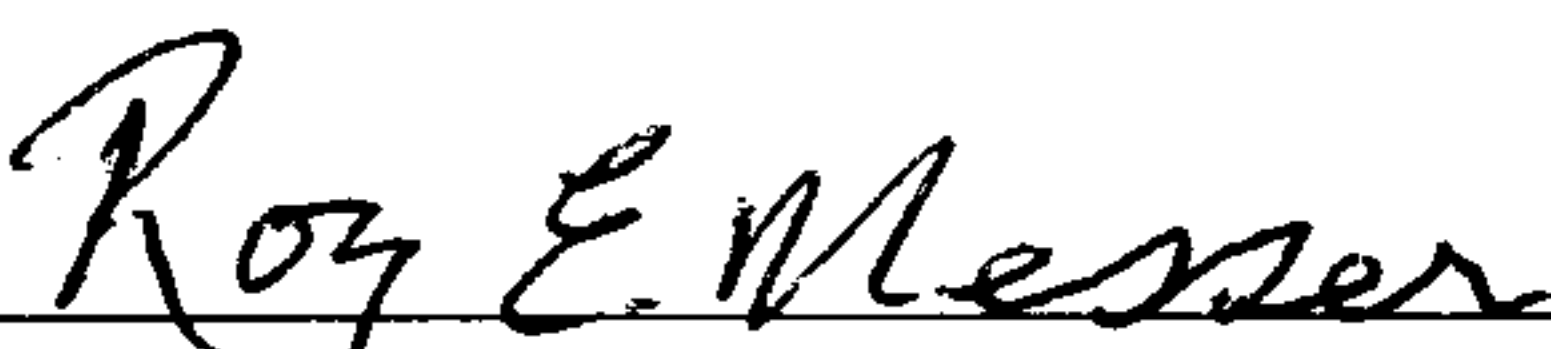
2. New Partner Designated. In accordance with Article XIV of the Commercial Partnership Agreement of KMP Enterprises, the parties acknowledge and agree that the 25% partnership interest formerly owned by James L. King, deceased, shall accrue to Mr. King's heirs, executors and assigns and that more specifically, said interest is hereby transferred pursuant to Mr. King's Last Will and Testament and a Testamentary Trust created thereunder to "Rose M. King, and any successors, as Trustee of the Family Trust U/W James L. King".

3. Continuing Effect. Each of the Partners, including the newly designated partner, do hereby acknowledge, covenant and agree that the Partnership Agreement, as hereby amended and modified, continues to represent a binding obligation of the Members that is enforceable in accordance with its terms, and is now in full force and effect.

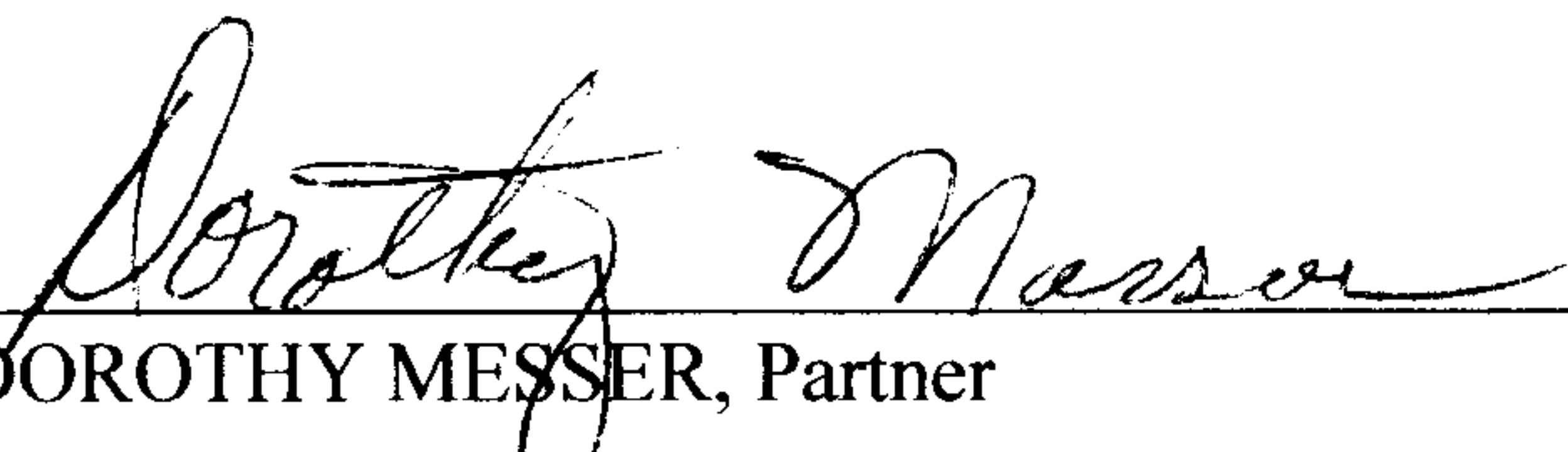
4. Further Assurances. Each party hereto shall make, execute and deliver such other instruments, documents, certificates and papers, and shall take such further actions, as may be reasonably necessary or appropriate to carry out the provisions hereof.

5. Counterparts. This Amendment may be signed in multiple counterparts by original or facsimile signature, each of which together shall constitute one and the same instrument.

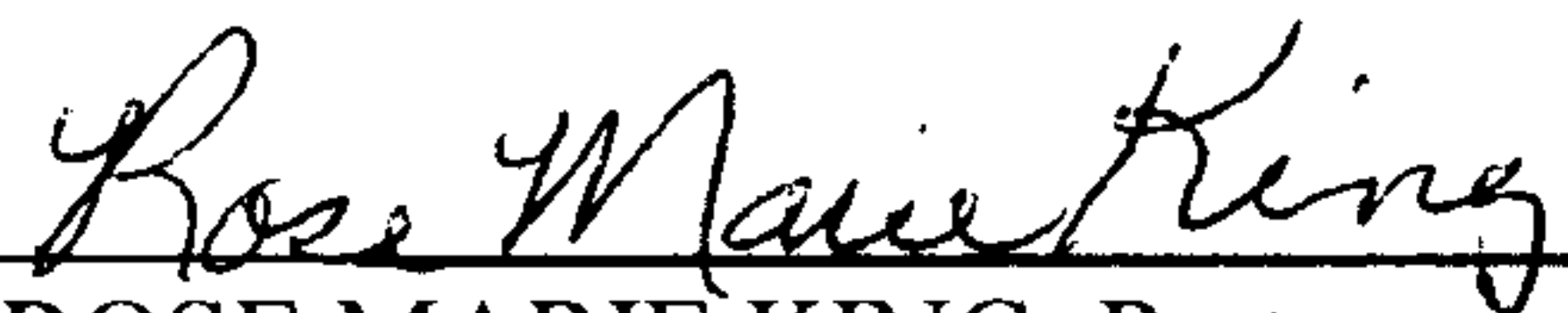
IN WITNESS WHEREOF, the undersigned Partners have executed this Amendment effective as of the date first set forth above.



ROY E. MESSER, Partner

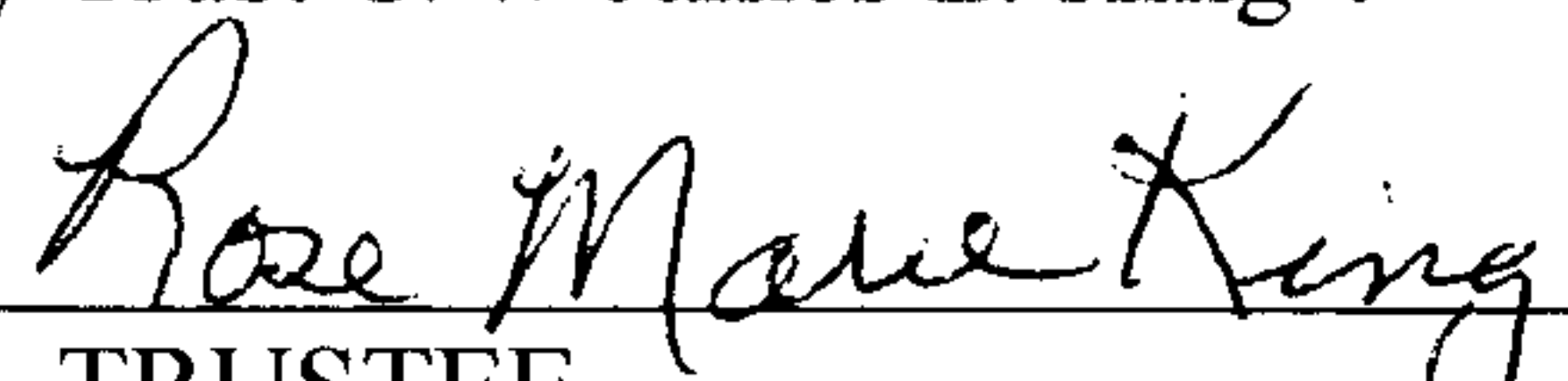


DOROTHY MESSER, Partner



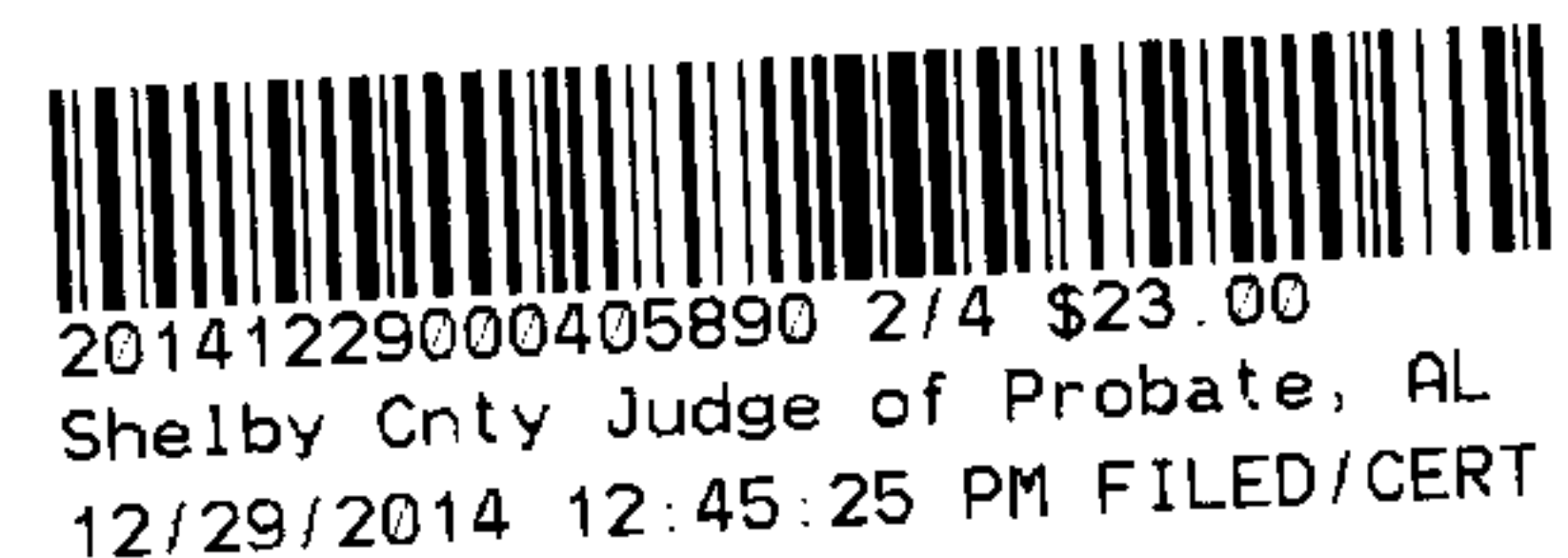
ROSE MARIE KING, Partner

ROSE M. KING, and any successors, as Trustee of the Family Trust U/W James L. King".

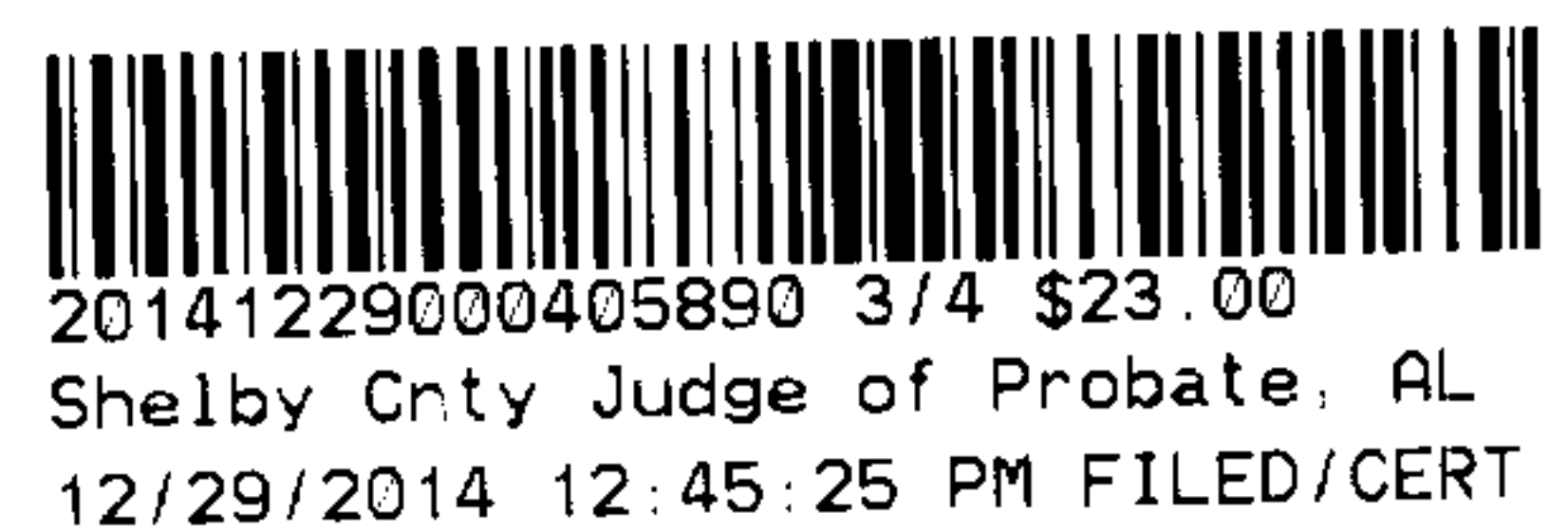
BY: 

TRUSTEE

SCHEDULE 1(a)



6. ARTICLE X DIVISION OF PROFITS AND LOSSES: Each partner shall be entitled to 25% of the net profits of the business, and all losses occurring in the course of the business shall be borne in the same proportion, unless the losses are occasioned by the willful neglect or default, and not mere mistake or error, of any of the partners, in which case the loss so incurred shall be made good by the partner through whose neglect or default the losses shall arise. Distribution of the profits shall be made on the day and date to be determined by the partners, and shall be based upon the profits, if any, of the partnership at the end of each fiscal year. However, no profit shall be distributed without the prior written consent of all partners.



SCHEDULE 1(b)

The Partners of the Partnership, including their respective percentage interests of the Partnership, are as follows:

<u>PARTNER</u>	<u>PERCENTAGE</u>
Roy E. Messer	25%
Dorothy Messer	25%
Rose Marie King	25%
Rose M. King, and any successors, Trustee of the Family Trust U/W James L. King	25%


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Shelby Cnty Judge of Probate, AL
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