


STATE OF ALABAMA

SHELBY COUNTY

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20150130000032680 1/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
01/30/2015 03:12:07 PM FILED/CERT

**ASSIGNMENT OF MEMBERSHIP INTEREST  
GENTILE ALOUETTE, L.L.C.**

This Assignment of Interest in GENTILE ALOUETTE, L.L.C. (the "Assignment"), is made and entered into this 28<sup>th</sup> day of January, 2015, by and between SARAH YANG. (the "Assignor") and REGINA NEWSOME and CORRINE PROSSER (the "Assignees").

W I T N E S S E T H

WHEREAS, GENTILE ALOUETTE, an Alabama limited liability company (the "Company"), was created on September 23, 2014, its Articles of Organization being recorded in Instrument Number 20140923000297640, in the Probate Office of Shelby County, Alabama; and

WHEREAS, Assignor owns 13% of the membership interest in the Company; and

WHEREAS, based on the agreements outlined herein, Assignor desires to transfer all of her interest in the Company (the "Transferred Interest") to Assignees, and Assignees desire to accept the said Transferred Interest;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree and bind themselves as follows:

1. For and in consideration of the sum of \$5,000.00 Dollars (\$5,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, and set over unto Assignees all her right, title, and interest in and to the Transferred Interest, free and clear of all claims, liens, charges or encumbrances of any kind. Assignees hereby agree that they will assume all of the obligations, rights, and responsibilities of the Assignor with respect to the ownership of said interest.

2. Assignor hereby covenants, represents, and warrants as follows:

2.1 The Transferred Interest conveyed hereby is free and clear of all liens, charges, and encumbrances and is not subject to any restrictions with respect to its transferability, except as set forth in the Operating Agreement.

2.2 Assignor has full power and authority to sell, transfer, assign, and deliver said Transferred Interest to the Assignees.

2.3 There are no actions, suits, or proceedings pending against the Assignor at law or in equity relative to or affecting the sale of such Transferred Interest under this Agreement; and the Assignor does not know of and have no reasonable grounds to know of any justification for any such action, suit, or proceedings.

2.4 Pursuant to the transfer of the Transferred Interest hereunder, the Assignees shall receive good and marketable title to the Transferred Interest.

3. The current ownership of the Company is as follows:

<u>Member</u>	<u>Percentage Ownership</u>
Regina Newsome	43.5 %
Corrine Prosser	43.5 %
Sarah Yang	13 %

After the transfer of the Transferred Interest to Assignees as contemplated herein, the ownership of the Company shall be as follows:

<u>Member</u>	<u>Percentage Ownership</u>
Regina Newsome	50 %
Corrine Prosser	50 %

4. The Assignees, as of this date, have received the Interest set forth herein which is subject to the terms and provisions of the original Operating Agreement.

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

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

7. Assignees agree to indemnify and hold harmless Assignor from any claims, liens, charges, or encumbrances of any kind regarding this Assignment.

8. Assignor agrees not to disparage and/or speak negatively of the Company and/or its remaining members in any manner whatsoever and/or engage in any conduct that disparages and/or reflects negatively on the Company and/or that could negatively impact the success of the company going forward. Assignees agree not to disparage and/or speak negatively about Assignor and her role in the Company and/or her exit from the Company.



9. Assignor agrees to keep all knowledge gained about the operations and/or trade secrets and/or designs and/or pricing and/or manufacturer/distributorship relationships of Company confidential and to not disclose any such information to any such person whatsoever. Assignor agrees to return all assets of the Company and any materials belonging to the company and any information stored in any medium whatsoever dealing with company business/relationships to the remaining members of the company.

10. Assignor agrees not to engage in any business and/or conduct that competes with the company and/or consult with any business that competes in any way with the Company for a period of 30 months from the date of this agreement.



11. All parties have had the opportunity to consult with their own counsel if desired prior to entering into this agreement and enter into this agreement under their own free will with full knowledge of the terms and implications of said agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment on this the 28th day of January, 2015.

**Assignor:**

  
SARAH YANG

**Assignees:**

  
REGINA NEWSOME  
  
CORRINE PROSSER

STATE OF ALABAMA

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§ ss.

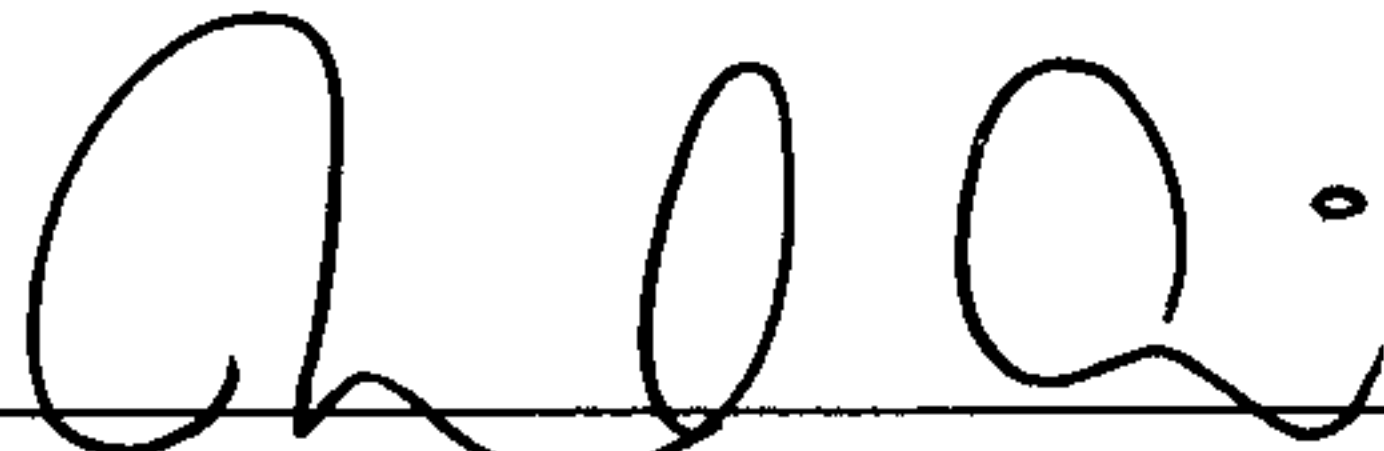
SHELBY COUNTY

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I, the undersigned authority, a notary public, hereby certify that SARAH YANG, whose name is signed to the foregoing instrument and who is known to me,

acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 28<sup>th</sup> day of January, 2015.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: October 4, 2016  
Jennifer Choi  
Notary Public Alabama State at Large  
My Commission Expires October 4, 2016

STATE OF ALABAMA           §  
  § ss.  
SHELBY COUNTY           §

I, the undersigned authority, a notary public, hereby certify that REGINA NEWSOME, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date.


Given under my hand and official seal on this the 27<sup>th</sup> day of January, 2015.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: October 4, 2016  
Jennifer Choi  
Notary Public Alabama State at Large  
My Commission Expires October 4, 2016

STATE OF ALABAMA           §  
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I, the undersigned authority, a notary public, hereby certify that CORRINE PROSSER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 27<sup>th</sup> day of January, 2015.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: October 4, 2016  
Jennifer Choi  
Notary Public Alabama State at Large  
My Commission Expires October 4, 2016

THIS INSTRUMENT PREPARED BY:

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