

ASSIGNMENT OF MEMBERSHIP INTEREST

In consideration of the receipt of Ten Dollars (\$10), from the assignee, the receipt and adequacy of which is hereby acknowledged by the parties, I, Elizabeth Harris Holland, as Personal Representative and on behalf of the Estate of Larry Pierce, Jr., Deceased, (the "Assignor"), does hereby give, assign, transfer and convey the estate's 100 units which was received from the decedent Larry Pierce, Jr. (all units issued) of the Assignor's membership interest in Garage Company Customs, LLC (the "Company") to such Assignee as shown below and following this assignment, the Estate (assignor) no longer holds any membership interests in the Company:

Fraction Interest of total	Assignee	Address
100.0%	Elizabeth Ashley Hardin	688 Hwy 331 Columbiana, AL 35051

Effective date of this transfer is 4/12/2014.

Assignor hereby covenants that said units of membership interest now stand in Assignor's name on the books of the Company.

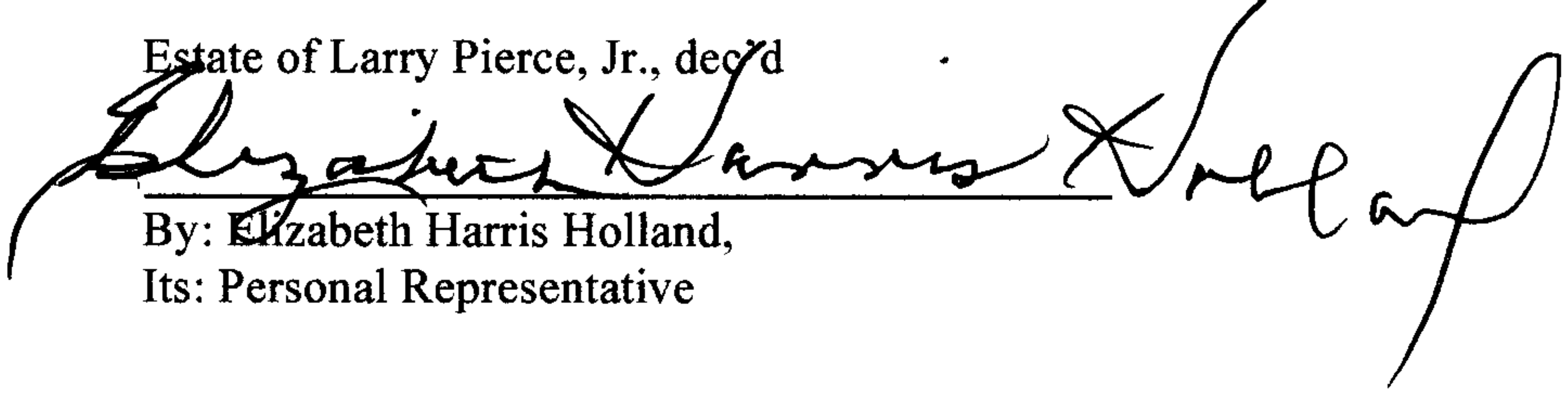
Assignor makes no warranties either express or implied with respect to either the Company or the membership interest hereby assigned, with the understanding that the Assignee shall acquire such Company and membership interest "as is" and "with all faults."

Assignor hereby irrevocably constitutes and appoints Elizabeth Ashley Hardin as the attorney-in-fact to transfer said units of membership interest on the books of the Company, with full power of substitution.

In Witness Whereof, the undersigned has executed these Assignments as of the 2 day of ~~September~~, 2015.

October

Estate of Larry Pierce, Jr., dec'd


By: Elizabeth Harris Holland,
Its: Personal Representative

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Shelby Cnty Judge of Probate, AL
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State of Alabama)
Jefferson County)

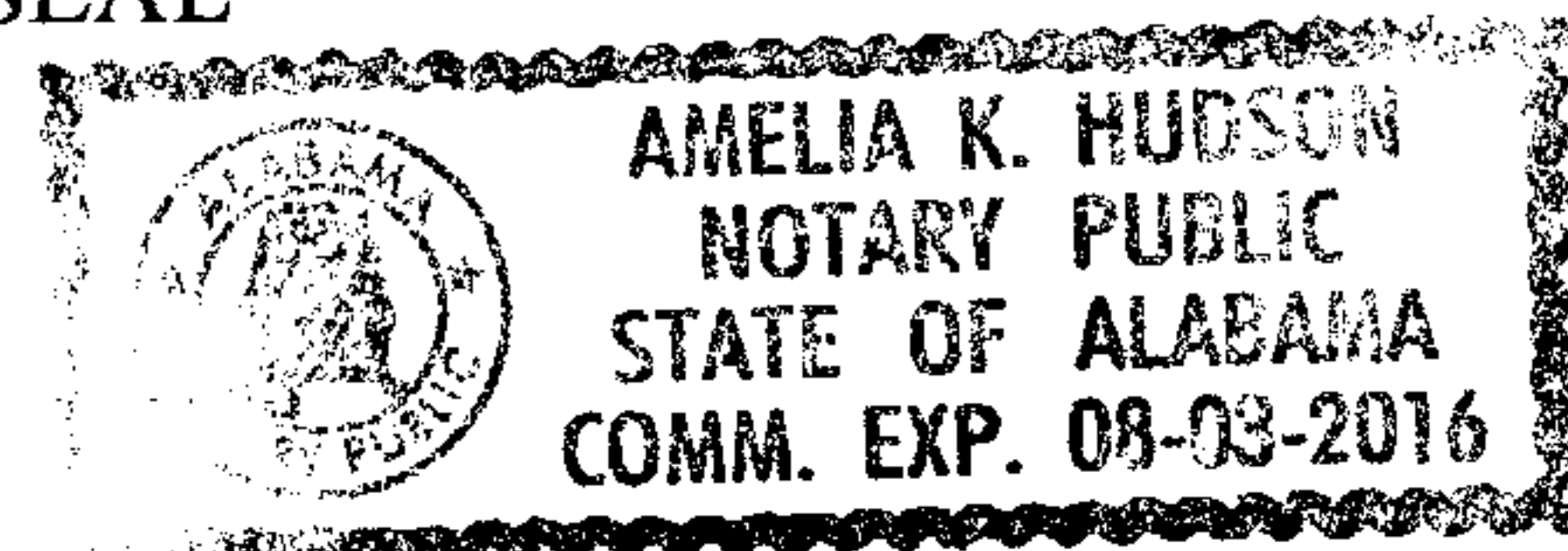
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Elizabeth Harris Holland, as Personal Representative for the Estate of Larry Pierce, Jr., Deceased, whose name is signed to the foregoing assignment, and who is known to me, acknowledged before me, that being informed of the contents of the foregoing assignment, she executed the same voluntarily and with full authority as of the day the same bears date.

Amelia K. Hudson

Notary Public

My Commission Expires 8/3/2016

SEAL



ACTION OF THE MEMBERS

OF

GARAGE COMPANY CUSTOMS, LLC

ACTING WITHOUT A MEETING BY WRITTEN CONSENT

The undersigned, being all of the members of GARAGE COMPANY CUSTOMS, LLC (the "Company") acting by written consent in lieu of holding a meeting, hereby adopt the following resolutions:

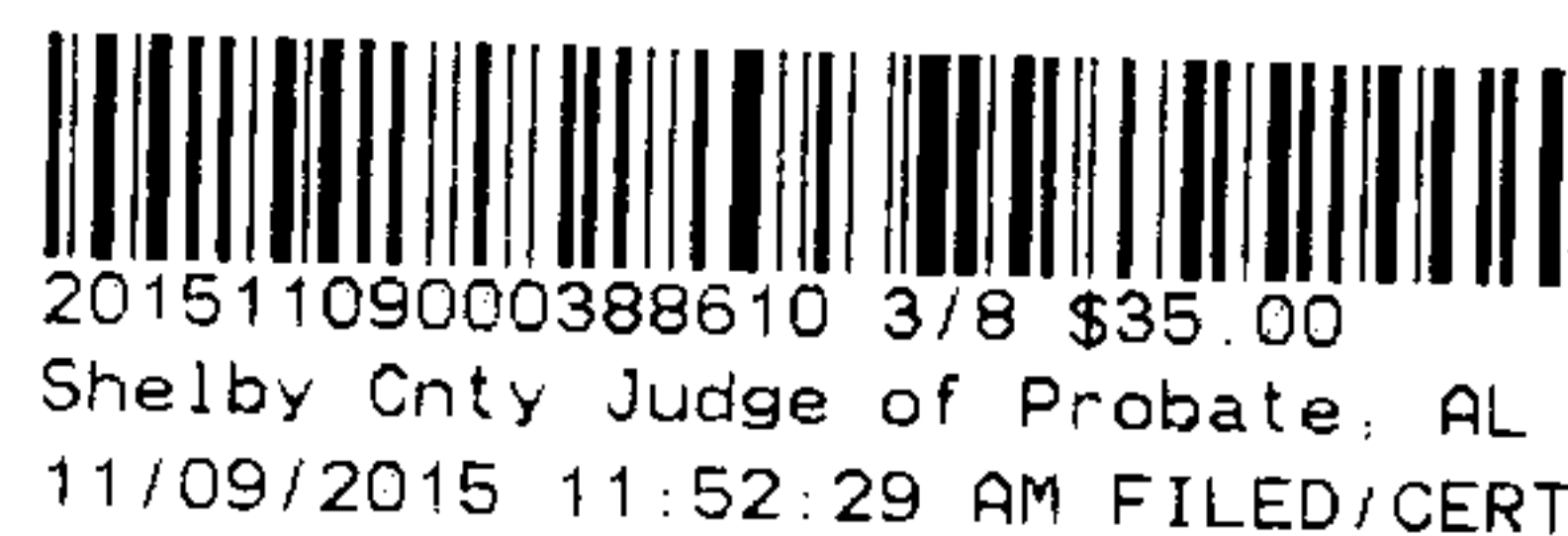
RESOLVED, that pursuant to that certain Assignment of Membership Interest effective as of April 12, 2014 , Elizabeth Harris Holland as personal representative of the Estate of Larry Pierce, Jr. (the Estate) transferred, assigned, conveyed and delivered from the decedent his entire interest in the above LLC to the Estate of Larry Pierce, Jr., deceased and simultaneously, the Estate's complete interest 100.0% of the outstanding units of such membership interest in Garage Company Customs, LLC ("Company") is now transferred as shown below to the distributees under the Last Will and Testament of Larry Pierce, Jr., and transferee (both the estate and the transferee below) accepted the Units which in aggregate totaled the entire 100.0% interest from the Estate. Following the foregoing transfers, the Estate no longer holds any membership interests in the Company. The decedent was the sole member of this single member LLC (Company)

Fraction Interest of Total	Transferee	Address
100.0%	Elizabeth Ashley Hardin	688 Hwy 331 Columbiana, AL 35051

FURTHER RESOLVED, that following acceptance of the aforementioned transfer of membership interests in the Company, the ownership interest in the Company is as follows:

MEMBER NAME	MEMBERSHIP UNITS Percent of Total Issued
Elizabeth Ashley Hardin	Sole Member- 100.0%

FURTHER RESOLVED, that the remaining member of the Company hereby unanimously adopt, ratify and approve the First Amendment to the Company Operating

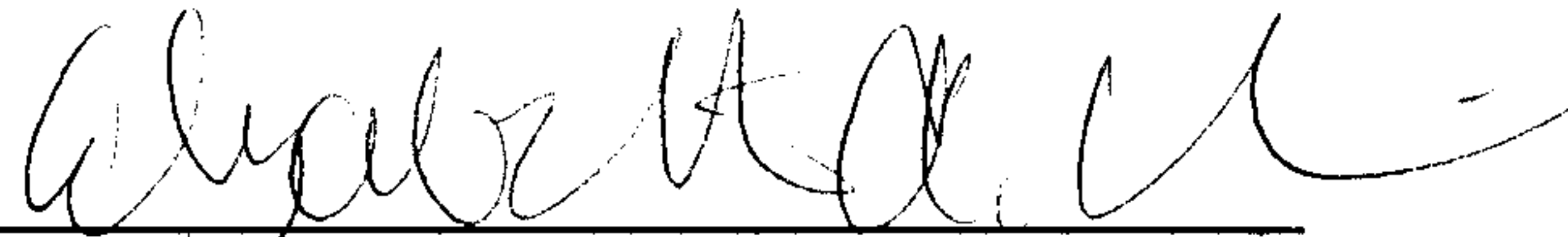


Agreement in the form attached hereto.


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FURTHER RESOLVED, all actions taken heretofore on behalf of the Company by the Elizabeth Harris Holland as personal representative of the Estate of Larry Pierce, Jr. as Operating Manager are hereby ratified and approved in all respects by unanimous consent of the Member.

Done and dated this 30 day of September, 2015.


Elizabeth Ashley Hardin

**FIRST AMENDMENT TO THE
OPERATING AGREEMENT OF
GARAGE COMPANY CUSTOMS, LLC**


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THIS FIRST AMENDMENT TO THE OPERATING AGREEMENT OF GARAGE COMPANY CUSTOMS, LLC (the "First Amendment") is made and entered into effective as of the 12th day of April, 2014 , by Elizabeth Ashley Hardin, the single member holding 100.0% of the membership units (hereinafter referred to as the "Members").

WITNESSETH:

WHEREAS, upon unanimous written consent of the Members and pursuant to that certain Assignment of Membership Interest shown below, effective as of April 12, 2014, Elizabeth Harris Holland as personal representative of the Estate of Larry Pierce, Jr. (the Estate) transferred, assigned, conveyed and delivered the Estate's complete interest representing 100.0% of the outstanding units of the Company, representing all of the decedent's such membership interest in GARAGE COMPANY CUSTOMS, LLC ("Company") after the Company re-transferred the decedents said interest into the Estate's name, to the transferee shown below and the transferee accepted the Units which in aggregate which totaled 100, representing all the outstanding units(100.0%) from the Estate. Following the foregoing transfers, the Estate nor decedent no longer holds any membership interests in the Company.

Fractional Interest of Total	Transferee	Address
100.0%	Elizabeth Ashley Hardin	688 Hwy 331 Columbiana, AL 35051

WHEREAS, the purpose of this First Amendment is to evidence the transfer and conveyance of aforementioned Membership Interests in the Company.

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties agree as follows:

1. The Operating Agreement of the Company is hereby amended to reflect the transfer and conveyance of Units follows:

Exhibit A as referred to in initial Operating Agreement is hereby deleted in its entirety and replaced with the Exhibit A attached hereto and made a part hereof.

2. Except as herein and hereby amended, modified or changed, all terms and provisions of the Operating Agreement shall continue in full force and effect according to the terms thereof.

This First Amendment shall be effective as of the date first written above.



Elizabeth Ashley Hardin, sole member
of the Single Member Company



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EXHIBIT A

MEMBER NAME

MEMBERSHIP UNITS
Percent of Total Issued

Elizabeth Ashley Hardin

Sole Member- 100.0%



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EXHIBIT 'B'

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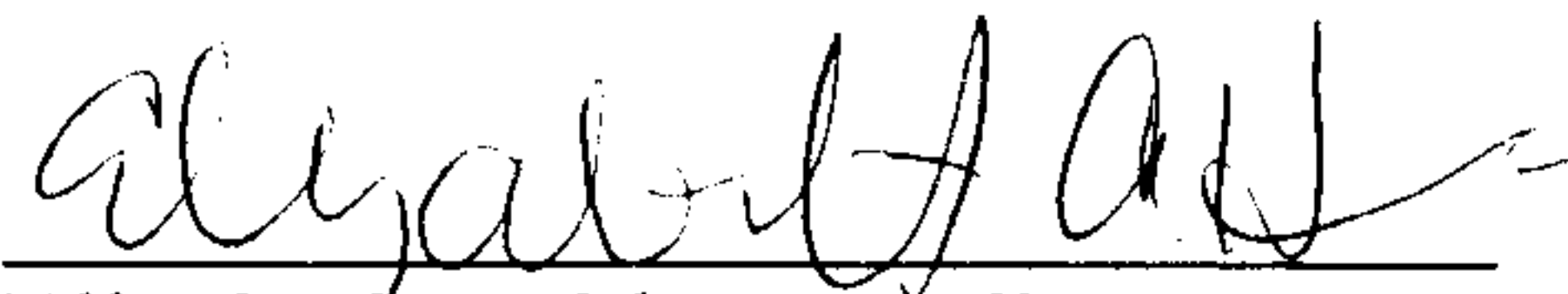
ACCEPTANCE, ASSUMPTION and CONSENT AGREEMENT

For value received, the undersigned hereby accepts the transfer and assignment of a 100.0% interest of the Membership Interest(units) in Garage Company Customs, LLC (the "Company") from Elizabeth Harris Holland, as Personal Representative and on behalf of the Estate of Larry Pierce, Jr, Deceased, (the "Assignor"), and having read the provisions of the Company's Operating Agreement does hereby consent and agree to be bound by all provisions of said Operating Agreement and to become a party thereto as a "Member" referred to therein. The undersigned does hereby further consent and agree that all the terms and provisions of the Operating Agreement shall apply to the undersigned and the Membership Interest in the Company acquired by the undersigned with the same force and effect as if the undersigned had been an original party to the Operating Agreement.

The undersigned hereby indemnifies and holds harmless the Assignor from any and all taxes, liabilities, debts, damages, expenses, liens, encumbrances, and all other expenses arising from the Company or this Assignment, including a reasonable attorney's fee and court costs to enforce the indemnity herein provided.

Effective date of this Acceptance shall be April 12, 2014.

IN WITNESS WHEREOF, the undersigned has executed this Acceptance and Assumption Agreement, on the 30 day of September, 2015.


Elizabeth Ashley Hardin

Witness:

