

**CONVERSION TO A LIMITED LIABILITY COMPANY AND  
TERMINATION OF KMP ENTERPRISES  
COMMERCIAL PARTNERSHIP AGREEMENT**

THIS CONVERSION TO A LIMITED LIABILITY COMPANY AND TERMINATION OF THE COMMERCIAL PARTNERSHIP AGREEMENT OF KMP ENTERPRISES, an Alabama Partnership is made effective as of the 22<sup>nd</sup> day of June, 2018, 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.

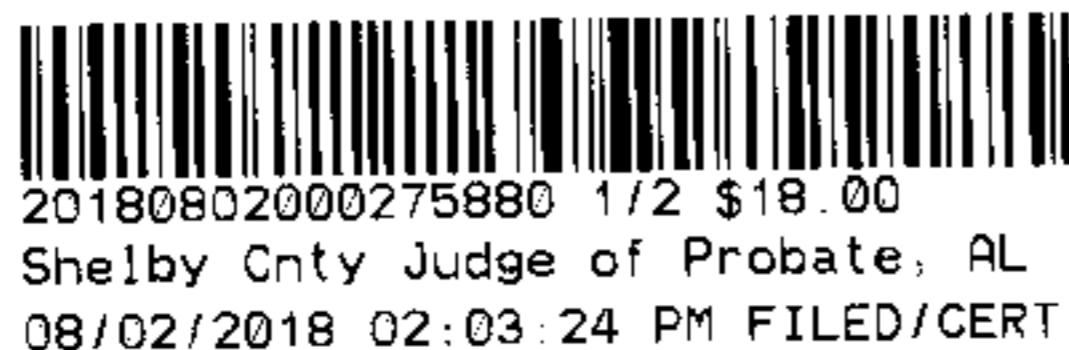
2. It has been recommended by the Partnership's accountant that the Partnership should be converted into a Limited Liability Company for liability and tax reasons. The Partners desire to convert this Commercial Partnership into a Limited Liability Company and transfer all its assets to an entity to be named KMP Enterprises, LLC, and to terminate the Partnership Agreement concurrent with said conversion all in accordance with the terms and conditions set forth in said Partnership Agreement.

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:

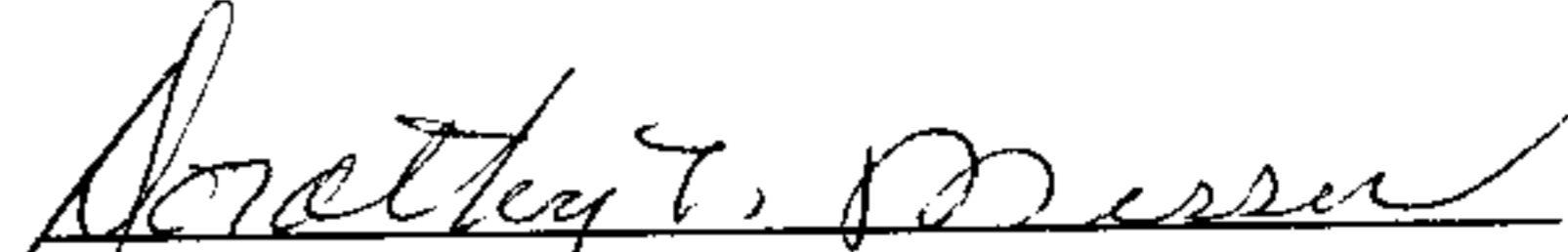
1. Conversion to a Limited Liability Company and Termination of Partnership. By mutual consent of the Partners hereof, it is hereby agreed that this Commercial Partnership be converted into a Limited Liability Company and that all its assets be transferred to an entity named KMP Enterprises, LLC, and to terminate the Partnership Agreement concurrent with said conversion pursuant to Article II of the Commercial Partnership Agreement of KMP Enterprises.

2. 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.

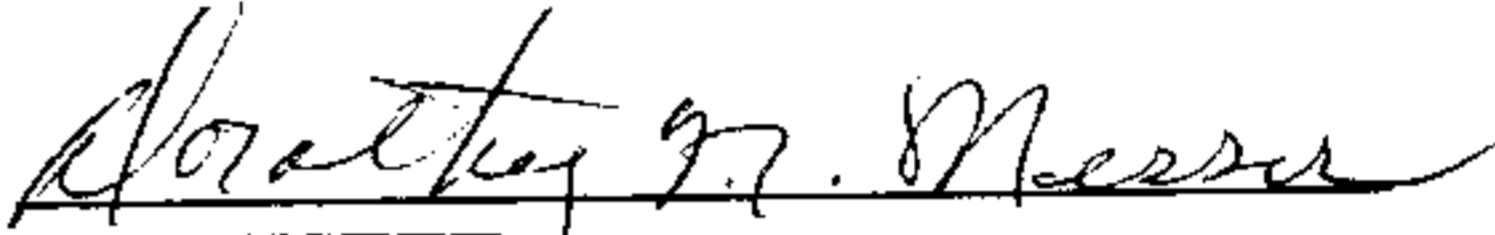
3. Counterparts. This Amendment may be signed in multiple counterparts by original or facsimile signature, each of which together shall constitute one and the same instrument.

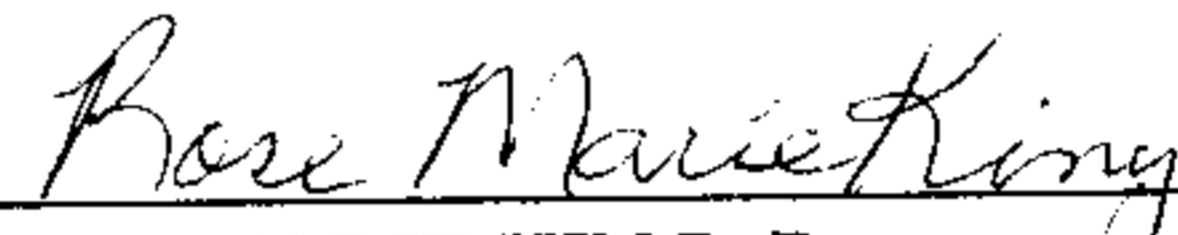


**IN WITNESS WHEREOF**, the undersigned Partners have executed this Amendment effective as of the date first set forth above.

  
DOROTHY N. MESSER, Partner


DOROTHY N. MESSER, as Trustee of the  
Roy E. Messer 2000 Trust

BY:   
TRUSTEE

  
ROSE MARIE KING, Partner

ROSE MARIE KING, and any successors,  
As Trustee of Family Trust U/W James L.  
King

BY:   
TRUSTEE

  
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Shelby Cnty Judge of Probate, AL  
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