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Shelby Cnty Judge of Probate, AL
01/31/2020 11:17:15 AM FILED/CERT

**ASSIGNMENT OF MEMBERSHIP INTEREST
OF
KMP ENTERPRISES, LLC
AN ALABAMA LIMITED LIABILITY COMPANY**

THIS ASSIGNMENT OF MEMBERSHIP INTEREST of KMP Enterprises, LLC, is made and entered effective as of the 1st day of January, 2020, by and among James S. King, Michael A. King and Chris S. King, as Co-Trustees of the Family Trust U/W James L. King (hereinafter referred to as the "Assignor") and James S. King, Michael A. King, Chris S. King, Lara King Bell and Kathy King Dunbar (hereinafter referred to individually as an "Assignee" and collectively as the "Assignees"):

WITNESSETH:

WHEREAS, KMP Enterprises, LLC, an Alabama limited liability company (hereinafter referred to as the "Company"), was created on July 22, 2018; and

WHEREAS, Assignor desires to transfer and assign the entirety of its twenty-five percent (25%) Membership Interest in the Company to Assignees in the following percentages: a five percent (5%) Membership Interest in the Company to James S. King, a five percent (5%) Membership Interest in the Company to Michael A. King, a five percent (5%) Membership Interest in the Company to Chris S. King, a five percent (5%) Membership Interest in the Company to Lara King Bell and a five percent (5%) Membership Interest in the Company to Kathy King Dunbar, including such Assignor's property rights (each such Membership Interest hereafter individually referred to as the "Assigned Interest"), and each Assignee desires to acquire said Assigned Interest.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties, the parties do hereby agree and bind themselves as follows:

1. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration from each of the Assignees, the receipt of which is hereby acknowledged, the Assignor does hereby transfer, assign and set over to each of the Assignees all of Assignor's right, title and interest to the Assigned Interests, including Assignor's property rights, free and clear of all claims, liens, charges or encumbrances of any kind. Each Assignee hereby agrees that each Assignee will assume the obligations, rights and responsibilities of the Assignor with respect to such Assignee's ownership of the Assigned Interest. Each Assignee further agrees to consent and be bound by the terms of the Operating Agreement of the Company as to the Assigned Interest.

2. In further consideration of the premises and the mutual covenants of the parties, Assignor does hereby indemnify and hold harmless each Assignee from any and all claims, demands, damages, actions or causes of actions, obligations, responsibilities, liabilities, loss, claims, costs or expenses, including attorneys fees associated with Assignor's ownership of the Assigned Interest, and each Assignee does hereby indemnify and hold Assignor harmless from any and all claims, demands, damages, actions or causes of action, obligations, responsibilities, liabilities, loss, claims, costs or expenses, including attorneys fees associated with each Assignee's ownership of the Assigned Interest.

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

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

5. Any amendment to this Assignment must be in writing and signed by all parties hereto.

6. This Assignment may be executed in several counterparts, each of which shall be treated as original signatures and all which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the first day written above.

ASSIGNOR:

James S. King
James S. King, as Co-Trustee of the Family Trust
U/W James L. King

Michael A. King, as Co-Trustee of the Family Trust
U/W James L. King

Chris S. King, as Co-Trustee of the Family Trust
U/W James L. King

ASSIGNEES:

James S. King
James S. King

Michael A. King

Chris S. King

Lara King Bell

Kathy King Dunbar


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U/W James L. King

Michael A. King, as Co-Trustee of the Family Trust
U/W James L. King

Chris S. King, as Co-Trustee of the Family Trust
U/W James L. King

ASSIGNEES:

James S. King

Michael A. King

Chris S. King

Lara King Bell

Kathy King Dunbar



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U/W James L. King

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U/W James L. King

Chris S King

Chris S. King, as Co-Trustee of the Family Trust
U/W James L. King

ASSIGNEES:

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Michael A. King

Chris S. King

Chris S. King

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U/W James L. King

Michael A. King, as Co-Trustee of the Family Trust
U/W James L. King

Chris S. King, as Co-Trustee of the Family Trust
U/W James L. King

ASSIGNEES:

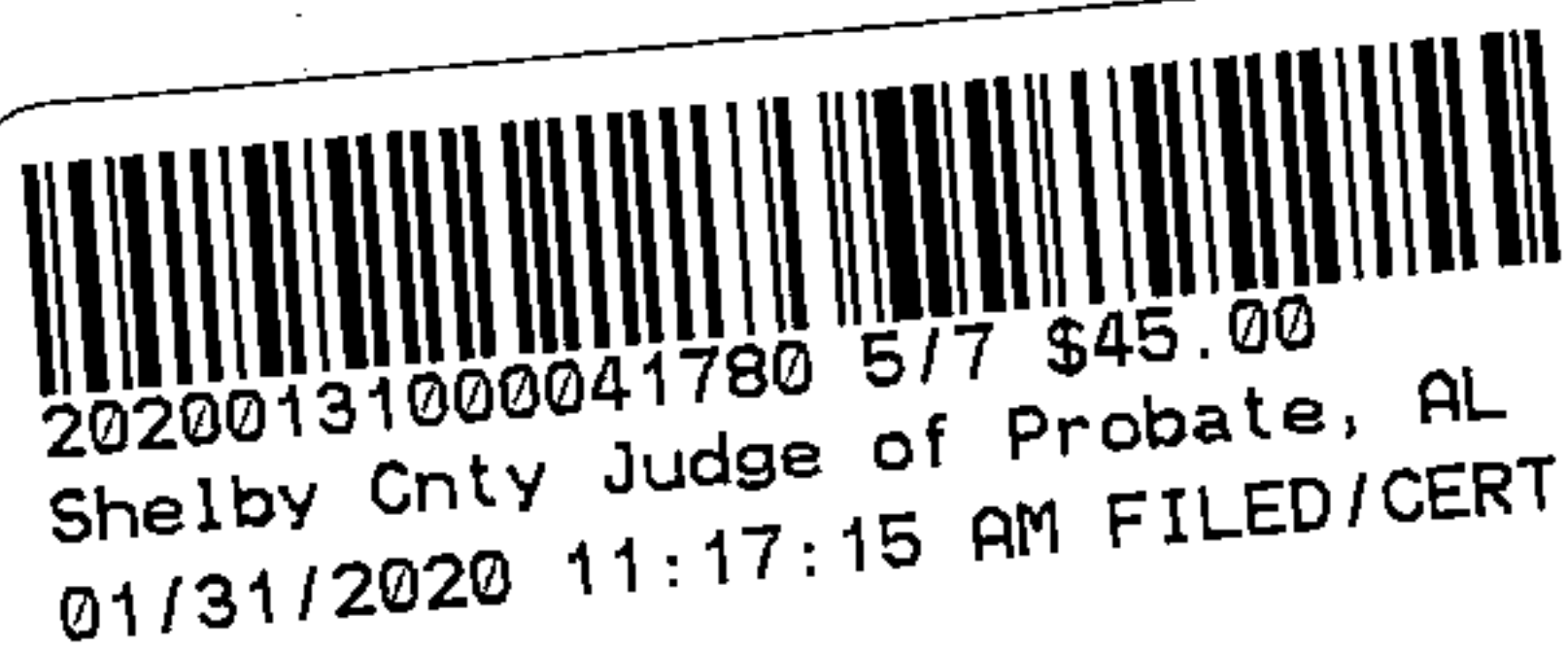
James S. King

Michael A. King

Chris S. King

Lara King Bell
Lara King Bell

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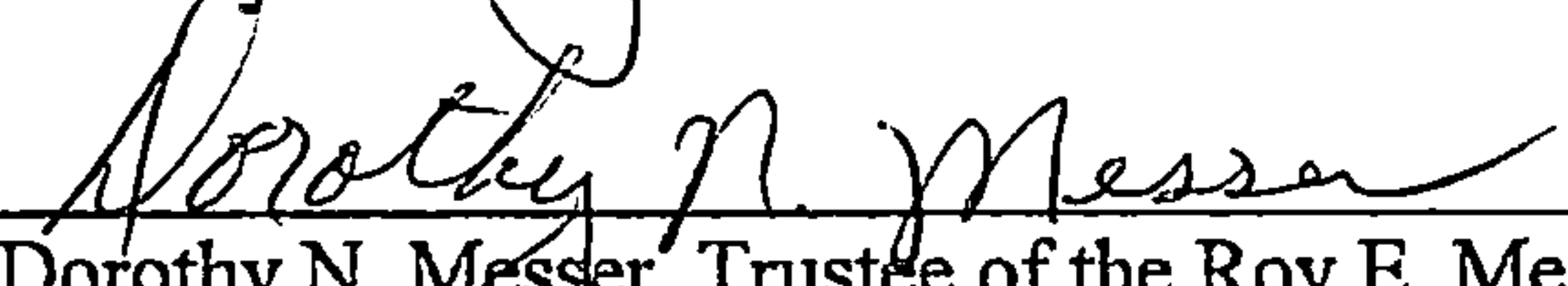
CONSENT OF MEMBERS

As a Member of KMP Enterprises, LLC, I hereby consent to the assignment of a five percent (5%) Assigned Interest in the Company to James S. King, a five percent (5%) Assigned Interest in the Company to Michael A. King, a five percent (5%) Assigned Interest in the Company to Chris S. King, a five percent (5%) Assigned Interest in the Company to Lara King Bell and five percent (5%) Assigned Interest in the Company to Kathy King Dunbar, including property rights, and further consent to the admission of each Assignee as a Member as to the Assigned Interest transferred to such Assignee.

Effective as of January 1, 2020. ~~2019.~~

MEMBERS


Dorothy N. Messer


Dorothy N. Messer, Trustee of the Roy E. Messer
2000 Trust



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