

**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, Chris S. King, Lara King Bell and Kathy King Dunbar (hereinafter collectively referred to as "Assignors"); and King Family Holdings, LLC, an Alabama limited liability company (hereinafter referred to individually as an "Assignee"):

WITNESSETH:

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

WHEREAS, Assignors desire to transfer and assign the entirety of their collective fifty percent (50%) Membership Interests in the Company to Assignee, including such Assignors' property rights (such Membership Interests hereafter referred to as the "Assigned Interests"), and Assignee desires to acquire said Assigned Interests.

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 the Assignee, the receipt of which is hereby acknowledged, the Assignors do hereby transfer, assign and set over to the Assignee all of the Assignors' right, title and interest to the Assigned Interests, including Assignors' property rights, free and clear of all claims, liens, charges or encumbrances of any kind. Assignee hereby agrees that Assignee will assume the obligations, rights and responsibilities of the Assignors with respect to Assignee's ownership of the Assigned Interests. Assignee further agrees to consent and be bound by the terms of the Operating Agreement of the Company as to the Assigned Interests.

2. In further consideration of the premises and the mutual covenants of the parties, Assignors do hereby indemnify and hold harmless 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 Assignors' ownership of the Assigned Interests, and Assignee does hereby indemnify and hold Assignors 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 Assignee's ownership of the Assigned Interests.

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

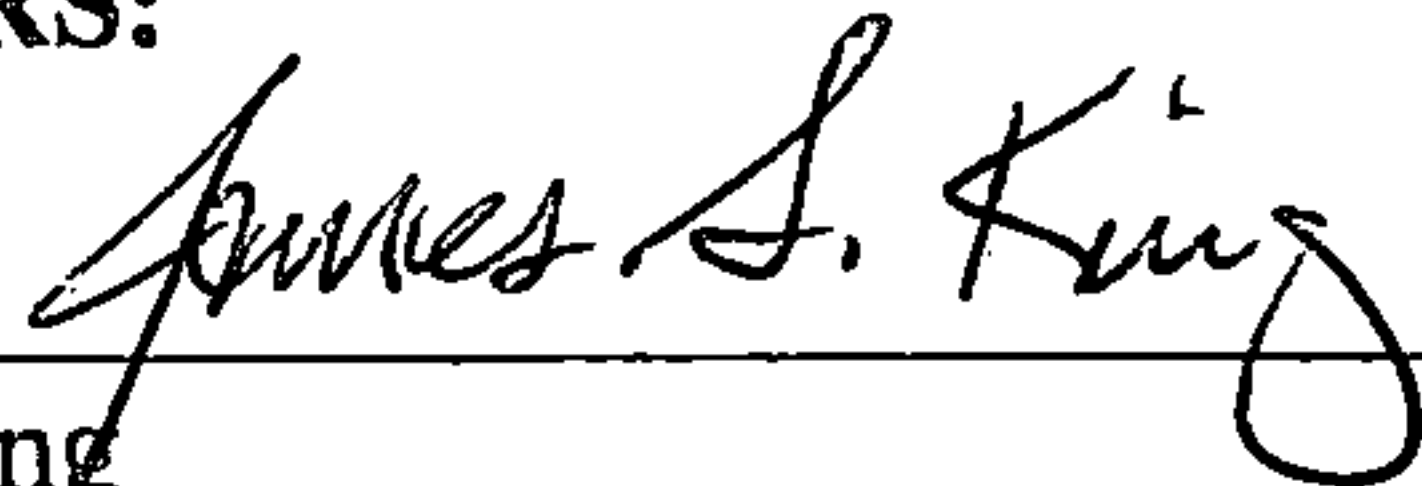
determined according to the laws of the State of Alabama.

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.

ASSIGNORS:



James S. King

Michael A. King

Chris S. King

Lara King Bell

Kathy King Dunbar

ASSIGNEE:

KING FAMILY HOLDINGS, LLC

Michael A. King
Its Manager



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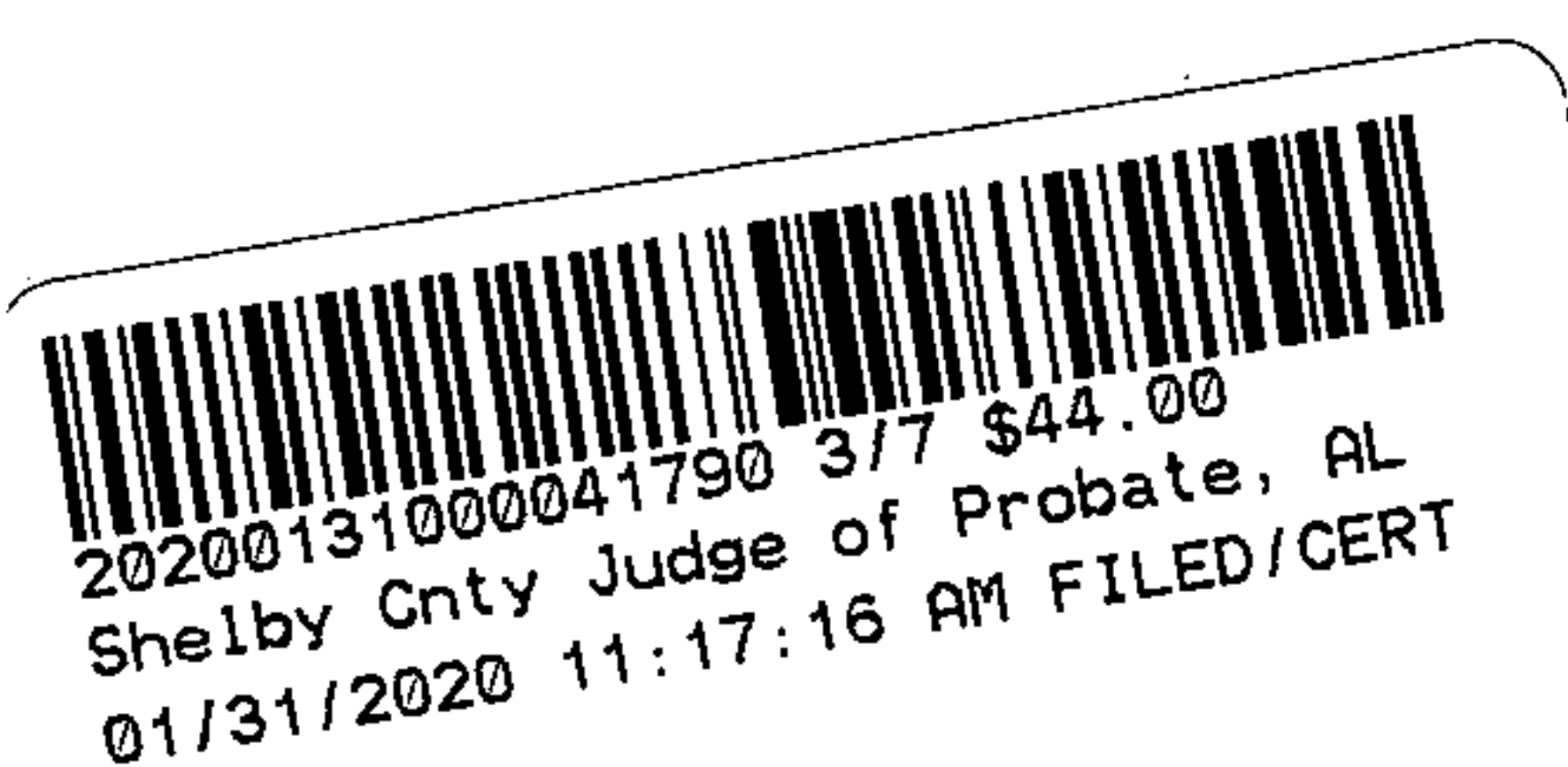
Kathy King Dunbar

ASSIGNEE:

KING FAMILY HOLDINGS, LLC

Michael A. King

Its Manager



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Kathy King Dunbar

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Its Manager


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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 fifty percent (50%) Assigned Interest in the Company to King Family Holdings, LLC, including property rights, and further consent to the admission of Assignee as a Member as to the Assigned Interests transferred to such Assignee.

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

MEMBERS

Dorothy N. Messer
Dorothy N. Messer

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



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