**ASSIGNMENT OF MEMBERSHIP INTERESTS**

This ASSIGNMENT OF MEMBERSHIP INTERESTS (the “Agreement”) is effective as of the date that all Parties (as hereinafter defined) have signed this Agreement (the “Effective Date”) and is made by and between the undersigned assignor (the “Assignor”), the undersigned assignee(the “Assignee”), and the undersigned company (the “Company”). Assignor, Assignee, and the Company are sometimes hereinafter collectively referred to as the “Parties” and are sometimes hereinafter individually referred to as a “Party.”

**RECITALS**

WHEREAS, Assignor is the owner of one hundred percent (100.00%) of the membership interests in the Company (the “Membership Interest”) existing under and evidenced by the current Operating Agreement of the Company, as the same may be amended (the “Operating Agreement”); and

WHEREAS, Assignor hereby desires to assign all of its right, title, and interest in and to the Membership Interest to Assignee pursuant to the terms and conditions hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Acceptance of the Interest. As of the Effective Date, Assignor hereby sells, transfers, conveys, and assigns the Membership Interest (without recourse, representation or warranty, except as set forth herein) (the “Assignment”) to Assignee. Assignor hereby represents to Assignee that Assignor has not previously assigned, transferred, conveyed, or encumbered the Membership Interest and has the authority to sell, assign, and transfer the Membership Interest to Assignee. As of the Effective Date, Assignee hereby accepts the Membership Interest from Assignor, agrees to become a successor member of the Company in the place and stead of Assignor, to be bound by the terms and provisions of the Operating Agreement, and assumes all of Assignor’s obligations under the Operating Agreement.
2. Consent of Company. The Company hereby (a) consents to the Assignment, (b) waives any restriction of any nature (each a “Restriction”) contained in the Operating Agreement to the limited extent that such Restriction would prevent or prohibit the Assignment, and (c) consents to Assignee becoming a member of the Company effective as of the Effective Date, and holding and exercising all of the rights and privileges associated with ownership of the Membership Interest, including without limitation, voting rights, if any. No further action or writing is required to evidence or facilitate the effective transfer of the Membership Interest set forth in this Agreement.
3. Future Assurances. Assignor and Assignee mutually agree to cooperate reasonably at all times from and after the Effective Date with respect to any of the matters described herein, and to execute such other documents as may be reasonably requested for the purpose of giving effect to, evidencing, or giving notice of the Assignment.
4. Indemnification. Except to the extent of Assignor’s liability under this Agreement to the Company, Assignee hereby agrees to indemnify, defend, and hold harmless the Company and Assignor, and all of its directors, officers, managers, members, employees, attorneys, agents, and representatives, from and against all claims, liabilities, damages, losses, costs, and expenses (including litigation expenses and attorneys’ fees) first accruing on and after the Effective Date arising out of or from the Membership Interest. Except to the extent of Assignee’s liability under this Agreement to the Company, Assignor hereby agrees to indemnify, defend, and hold harmless the Company and Assignee, and all of its directors, officers, managers, members, employees, attorneys, agents, and representatives, from and against all claims, liabilities, damages, losses, costs, and expenses (including litigation expenses and attorneys’ fees) first accruing on and before the Effective Date arising out of or from the Membership Interest.
5. Counterparts. Consistent with the Uniform Electronic Transactions Act, as adopted in the State of Ohio and codified in ORC Chapter 1306, this instrument may be executed, manually or electronically, in counterparts and transmitted/delivered either (1) electronically in either Portable Document Format (“PDF”) or Tagged Image Format (“TIF”), (2) by facsimile, or (3) by other generally acceptable electronic signature software (including open source software and blockchain technology), all of which counterparts shall be deemed originals, all of which counterparts when taken together shall constitute a single instrument, and the signature pages of each such counterpart may be detached from the several counterparts and attached to a single copy of this document to physically form a single instrument, and such instrument may be relied upon to the same extent, and under the same circumstances, as a manually executed original of this instrument.
6. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either Party only in the Franklin County, Ohio, Court of Common Pleas, and each Party consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue laid therein, and agrees that process in any action or proceeding referred to in this sentence may be served on it anywhere in the world.
7. Benefit. This Agreement shall be binding upon and shall inure to the benefit of Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

*[remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**ASSIGNOR:**

By:

Name:

**ASSIGNEE:**

By:

Name:

**COMPANY:**

**REAL FAKE LOT LLC,**

an Ohio limited liability company

By:

Name: Calvin Cooper

Title: Authorized Representative