ASSIGNMENT AGREEMENT

I. THE PARTIES. This Assignment Agreement ("Agreement") is made on _____, ("Effective Date") by and between:

ASSIGNOR: Tim James, Inc., an Alabama corporation whose mailing address is P.O. Box 584, Greenville, Alabama 36037, represented herein by Tim James, its President

AND

ASSIGNEE: Red River Express, LLC of Alabama, an Alabama Domestic Limited-Liability Company with a mailing address of P.O. Box 899, Greenville, Alabama 36037, represented herein by Tim James, its President

The above-referenced ASSIGNOR and ASSIGNEE may each be referred to as a "PARTY" and collectively referred to herein as the "PARTIES."

II. THE ASSIGNMENT. The PARTIES agree that under this Agreement, the ASSIGNOR shall assign, convey, and transfer all their interest in the following to the ASSIGNEE:

Any and all contractual rights, duties, privileges, obligations under the Cooperative Endeavor Agreement entered into by and between the Parish of Caddo and Tim James, Inc. on _____. Further, the PARTIES expressly intend for the instant Agreement to apply equally to any and all revisions and/or subsequent Cooperative Endeavor Agreements entered into by and between the Parish of Caddo and Tim James, Inc. as though the same were fully incorporated herein.

Hereinafter known as the "ASSIGNMENT."

III. TRANSFER. The PARTIES agree that the ASSIGNOR is transferring the Assignment for the following:

No Payment. The ASSIGNOR is transferring the Assignment to the ASSIGNEE for no payment or compensation. The ASSIGNEE'S consideration shall be recognized as the undertaking of any liabilities or obligations in the Assignment.

IV. LIABILITIES. The ASSIGNOR hereby claims and warranties to hold the interest described in the Assignment and that the:

Assignment is free of liens, claims, or encumbrances. The Assignor is transferring an interest in the Assignment and warranties it to be free of liens, claims, or encumbrances of any kind.

V. 3RD PARTY APPROVAL. For this Agreement to be in effect:

ASSIGNOR further represents that if there is any required 3rd Party approval relative to the instant Assignment, the same has been granted by the Parish of Caddo.

VI. ASSUMPTION. The ASSIGNEE acknowledges and agrees to assume the transfer and ownership of all liabilities, obligations, and claims that currently exist or may in the future regarding the Assignment. As of the Effective Date, the ASSIGNEE agrees to comply with all terms, make all payments, and perform all the conditions, covenants, and any other duties as part of the Assignment.

VII. PARTIES' REPRESENTATIONS. The ASSIGNEE acknowledges that they have a full understanding of the Assignment and the terms of this Agreement. The ASSIGNOR further warrants that they own the rights transferred in the Assignment and understand the terms of this Agreement. Both Parties agree to provide and complete any obligations under this Agreement or the Assignment.

VIII. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IX. GOVERNING LAW. This Agreement shall be governed under the laws located in the State of Louisiana.

X. WAIVER. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XII. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

ASSIGNOR Signature: _____ Date: _____

ASSIGNEE Signature: _____ Date: _____

3rd Party Signature (if any): _____ Date: _____