

# CERTIFICATE OF FORMATION OF OF B2B TRADE PARTNERS, INC.

## I. NAME

The name of this corporation is B2B Trade Partners, Inc. (the "Company").

# II. NAME RESERVATION; NAME AND ADDRESS OF PREPARER

A copy of the Name Reservation certificate from the Office of the Secretary of State is attached hereto. This Certificate of Formation was prepared by:

Gregory K. Mixon
RichardsonClement PC
200 Cahaba Park Circle, Suite 125
Birmingham, AL 35242

# III. PRINCIPAL OFFICE; REGISTERED AGENT

The address of the principal office of this Company in the State of Alabama is to be located at 248 Valley View Road, Indian Springs, Alabama 35124. The name of the registered agent in charge thereof is Nathan D. Park and his address is 248 Valley View Road, Indian Springs, Alabama 35124.

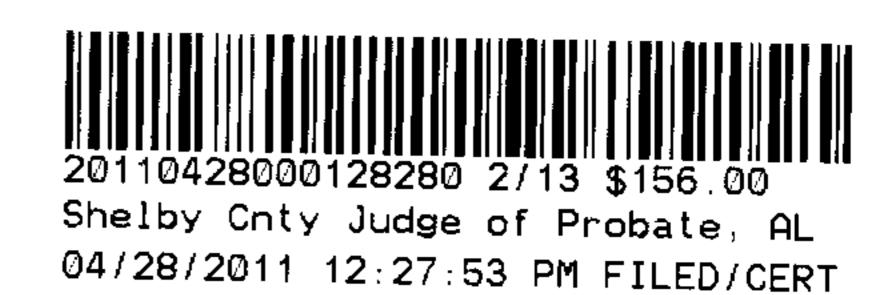
## IV. PURPOSE

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized in Alabama under Title 10A, Chapter 2 of the Code of Alabama (the "ABCL").

# V. CAPITAL STOCK

The Company is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Series A Preferred Stock." The total number of shares of all classes of stock which the Company is authorized to issue is one thousand (1,000) shares, five hundred (500) shares of which shall be Common Stock (the "Common Stock") and five hundred (500) shares of which shall be Series A Preferred Stock (the "Preferred Stock"). The Preferred Stock shall have a par value of \$1.00 per share and the Common Stock shall have a par value of \$1.00 per share.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Company.

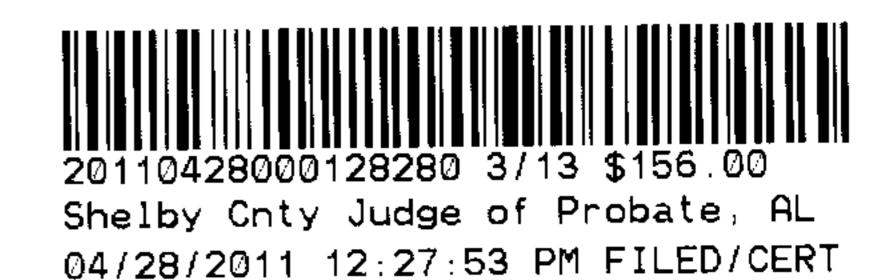


## A. Common Stock.

- 1. <u>Dividends</u>. Subject to the preferential rights, if any, of the Preferred Stock, the holders of shares of Common Stock shall be entitled to receive, when and if declared by the Board of Directors of the Company (the "Board"), out of the assets of the Company which are by law available therefor, dividends payable either in cash, in property or in shares of Common Stock.
- 2. <u>Voting Rights</u>. Every holder of Common Stock shall be entitled to one vote, in person or by proxy, for each share of Common Stock standing in his name on the books of the Company at every annual or special meeting of shareholders of the Company (and written actions in lieu of meetings).
- 3. <u>Liquidation</u>, <u>Dissolution or Winding Up</u>. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (a "Liquidation Event"), after payment or provision for payment of the debts and other liabilities of the Company, and the preferential amounts, if any, to which the holders of Preferred Stock shall be entitled, the holders of all outstanding shares of Common Stock shall be entitled to share ratably in the remaining net assets of the Company.
- 4. <u>Authorized Number</u>. Except as set forth in Section B(4)(b)(ii) below, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote (voting together as a single class on an as-if-converted basis).

## **B.** Preferred Stock.

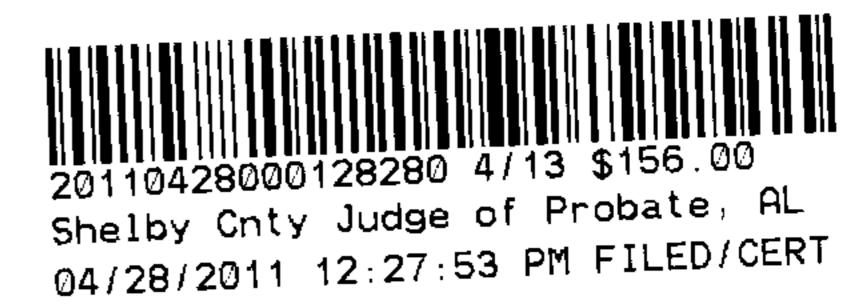
- 1. <u>Issuance</u>. Preferred Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board as hereinafter provided.
- 2. <u>Blank Check Preferred Stock.</u> Subject to any vote expressly required by this Certificate, including as set forth in Section B(4)(b)(iii) below, the Board is authorized, subject to limitations prescribed by law, to provide by resolution or resolutions for the issuance of shares of Preferred Stock in one or more series, to establish the number of shares to be included in each such series, and to fix the voting powers (if any), designations, powers, preferences, and relative, participating, optional or other rights, if any, of the shares of each such series, and any qualifications, limitations or restrictions thereof. Except as set forth in Section B(4)(b)(ii) below, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Company entitled to vote, without the separate vote of the holders of the Preferred Stock or the Common Stock as classes.



3. <u>Dividend Rights</u>. The holders of shares of Preferred Stock, in preference to the holders of Common Stock, shall be entitled to receive, when and if declared by the Board, out of the assets of the Company which are by law available therefor, dividends payable either in cash, in property or in shares of Preferred Stock.

# 4. Voting Rights.

- (a) General Rights. Each holder of shares of the Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could be converted (pursuant to Section 7 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Company.
- (b) Separate Vote of Preferred Stock. For so long as at least 10 shares of Preferred Stock (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Preferred Stock after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least sixty-six and two-thirds percent (66 2/3 %) (the "Preferred Approval Threshold") of the outstanding Preferred Stock shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):
- (i) Any changes to the voting or other powers, preferences, or other special rights, privileges or restrictions of the Preferred Stock;
- (ii) Any increase or decrease in the authorized number of shares of Common Stock or Preferred Stock;
- (iii) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Preferred Stock;
- (iv) Any redemption or repurchase, with respect to Common Stock;
- (v) Any redemption or repurchase, with respect to Preferred Stock (except, if applicable, the right of the Company to repurchase shares pursuant to equity incentive agreements with service providers giving the Company the right to repurchase shares upon termination of services);
- (vi) Any Acquisition or Asset Transfer (as defined in Section 6(b) below);
- (vii) Any amendment, alteration, or repeal of any provision of this Certificate or the Bylaws of the Company in a manner adverse to the Preferred Stock;



(viii) Any increase or decrease in the authorized number of members of the Company's Board;

(ix) Any liquidation, dissolution or winding up of the Company;

(x) Any payment or declaration of any dividend on any shares of Common Stock or Preferred Stock.

# (c) Election of Board of Directors.

(i) The holders of Preferred Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board (if the total number of directors on the Board is three (3)), or three (3) members of the Board (if the total number of directors on the Board is five (5)), as the case may be, at each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors. Such elections can be pursuant to an agreement among the holders of Preferred Stock.

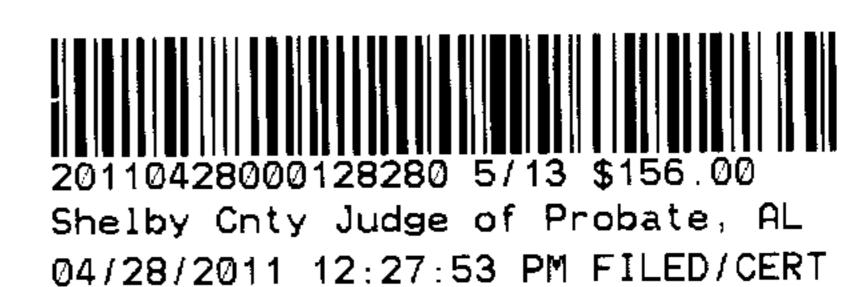
(ii) The holders of Common Stock, voting together, shall be entitled to elect one (1) member of the Board (if the total number of directors on the Board is three (3)), or two (2) members of the Board (if the total number of directors on the Board is five (5)), as the case may be, at each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director.

# 5. LIQUIDATION RIGHTS.

or

(a) Upon any Liquidation Event, before any distribution or payment shall be made to the holders of any Common Stock, the holders of Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution for each share of Preferred Stock held by them, an amount per share of Preferred Stock equal to the Original Issue Price (defined below) plus all accrued and unpaid dividends on the Preferred Stock (whether or not declared). If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Preferred Stock of the liquidation preference set forth in this Section 5(a), then such assets (or consideration) shall be distributed among the holders of Preferred Stock at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled. For purposes hereof, the "Original Issue Price" of the Preferred Stock shall be \$1.00.

(b) After the payment of the full liquidation preference of the Preferred Stock as set forth in Section 5(a) above, the assets of the Company legally available for distribution in such Liquidation Event (or the consideration received by the Company or its shareholders in such Acquisition or Asset Transfer), if any, shall be distributed ratably to the holders of the Common Stock and Preferred Stock on an as-if-converted to Common Stock basis. The aggregate amount which a holder of a share of Preferred Stock is entitled to receive under



subsections (a) and (b) of this Section 5 is hereinafter referred to as the "Preferred Stock Liquidation Amount."

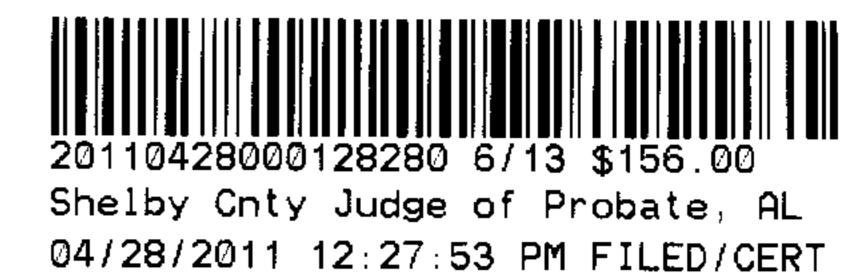
# 6. ASSET TRANSFER OR ACQUISITION RIGHTS.

- (a) In the event that the Company is a party to an Acquisition or Asset Transfer (as hereinafter defined), then each holder of Preferred Stock shall be entitled to receive, for each share of Preferred Stock then held, out of the proceeds of such Acquisition or Asset Transfer, the Preferred Stock Liquidation Amount.
- (b) For the purposes of this Section 6: (i) "Acquisition" shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shareholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; provided that an Acquisition shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) "Asset Transfer' shall mean a sale, lease, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all of the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.
- (c) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made.

#### 7. CONVERSION RIGHTS.

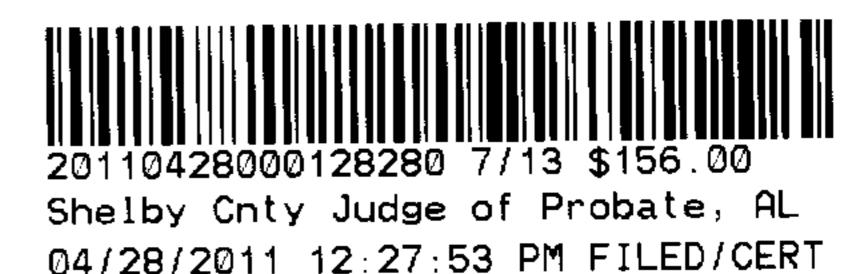
The holders of the Preferred Stock shall have the following rights with respect to the conversion of the Preferred Stock into shares of Common Stock (the "Conversion Rights"):

(a) Optional Conversion. Subject to and in compliance with the provisions of this Section 7, any shares of Preferred Stock may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the "Preferred Stock Conversion Rate"



then in effect (determined as provided in Section 7(b)) by the number of shares of Preferred Stock being converted.

- (b) Preferred Conversion Rate. The conversion rate in effect at any time for conversion of the Preferred Stock (the "Preferred Stock Conversion Rate") shall be the quotient obtained by dividing the Original Issue Price of the Preferred Stock by the "Preferred Stock Conversion Price," calculated as provided in Section 7(c).
- (c) Preferred Conversion Price. The conversion price for the Preferred Stock shall initially be the Original Issue Price of the Preferred Stock (the "Preferred Stock Conversion Price"). Such initial Preferred Stock Conversion Price shall be adjusted from time to time in accordance with this Section 7. All references to the Preferred Stock Conversion Price herein shall mean the Preferred Stock Conversion Price as so adjusted.
- Mechanics of Conversion. Each holder of Preferred Stock who desires to convert the same into shares of Common Stock pursuant to this Section 7 shall surrender the certificate or certificates therefor (if any), duly endorsed, at the office of the Company or any transfer agent for the Preferred Stock, and in any event shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Preferred Stock being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay (i) in cash or, to the extent sufficient funds are not then legally available therefor, in Common Stock (at the Common Stock's fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Preferred Stock being converted and (ii) in cash the value of any fractional share of Common Stock otherwise issuable to any holder of Preferred Stock, as the case may be. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Preferred Stock to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion, shall be treated for all purposes as the record holder of such shares of Common Stock on such date.
- (e) Notices of Record Date. Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 6) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 6), or any Liquidation Event, the Company shall mail to each holder of Preferred Stock at least ten (10) days prior to (x) the record date, if any, specified therein; or (y) if no record date is specified, the date upon which such action is to take effect (or, in either case, such shorter period approved by the holders constituting the Preferred Approval Threshold) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, or Liquidation Event is expected to become effective, and (C) the date, if any, that is to be fixed as to when the



holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, or Liquidation Event.

#### 8. REISSUANCE OF PREFERRED STOCK.

Shares of Preferred Stock acquired by the Company by reason of redemption, purchase, conversion or otherwise may be reissued upon the consent of the Board.

# 9. WAIVER.

Any of the rights, powers preferences or other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative vote or written consent of the holders of the Preferred Approval Threshold.

# VI. LIMITATION OF LIABILITY; CORPORATE OPPORTUNITIES

- A. A director has no liability to the Company or its shareholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the Company or the shareholders; (C) a violation of Section 10A-2-8.33; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the Company or its shareholders. If the ABCL is hereafter amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the ABCL as so amended.
- **B.** Any repeal or modification of this Article VI shall only be prospective and shall not affect the rights under this Article VI in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

# VII. MANAGEMENT

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its shareholders or any class thereof, as the case may be, it is further *provided* that:

A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors to constitute the initial Board is three (3). Thereafter, the number of directors shall be fixed by, or in the manner provided in, the Company's Bylaws.

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The initial Board shall be:

Nathan D. Park 248 Valley View Road Indian Springs, AL 35124

Gregory K. Mixon 200 Cahaba Park Circle, Suite 125 Birmingham, AL 35242

R. Kent Wilkins 118 Heather Way Pelham, AL 35124

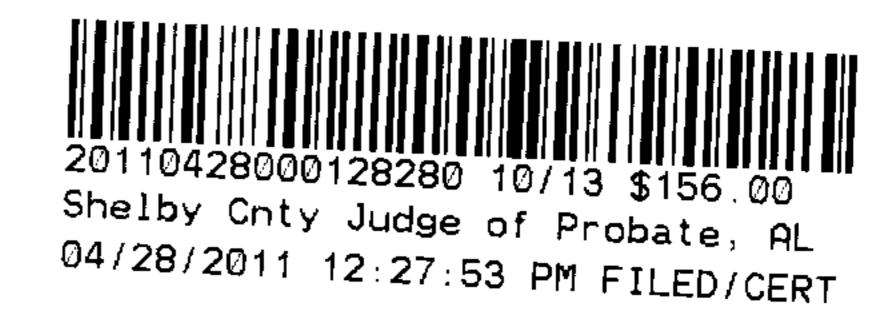
- **B.** The Board is expressly empowered to adopt, amend or repeal the Bylaws of the Company. The shareholders shall also have the power to adopt, amend or repeal the Bylaws of the Company; *provided however*, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by this Certificate, the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Company.
- C. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

# VIII. INDEMNIFICATION

Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he is or was a director or officer of the Company or is or was serving at the request of the Company as a director or officer of another corporation or of a partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while so serving, shall be indemnified and held harmless by the Company to the full extent authorized by the ABCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment), or by other applicable law as then in effect, against all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA"), penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Indemnitee in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, partner, member or trustee and shall inure to the benefit of his or her heirs, executors and administrators. Each person who is or was serving as a director or officer of a subsidiary of the Company shall be deemed to be serving, or have served, at the request of the Company.

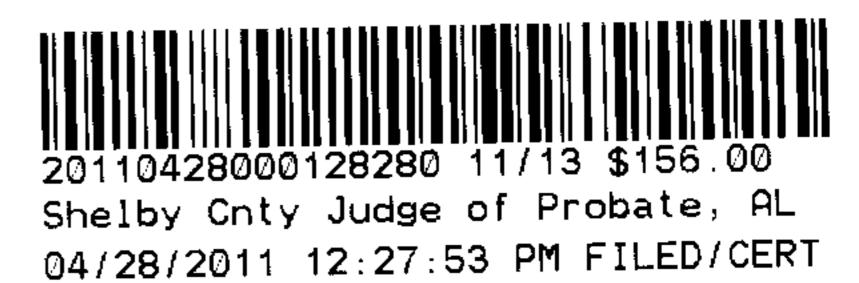
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- A. Procedure. Any indemnification (but not advancement of expenses) under this Article VIII (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in the ABCL, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment). Such determination shall be made with respect to a person who is a director or officer at the time of such determination (a) by a majority vote of the directors who were not parties to such proceeding (the "Disinterested Directors"), even though less than a quorum, (b) by a committee of Disinterested Directors designated by a majority vote of Disinterested Directors, even though less than a quorum, (c) if there are no such Disinterested Directors, or if such Disinterested Directors so direct, by independent legal counsel in a written opinion, or (d) by the shareholders.
- B. Advances for Expenses. Expenses (including attorneys' fees, costs and charges) incurred by a director or officer of the Company in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Company as authorized in this Article VIII. The majority of the Disinterested Directors may, in the manner set forth above, and upon approval of such director or officer of the Company, authorize the Company's counsel to represent such person, in any proceeding, whether or not the Company is a party to such proceeding.
- Procedure for Indemnification. Any indemnification or advance of expenses (including attorney's fees, costs and charges) under this Article VIII shall be made promptly, and in any event within 60 days upon the written request of the director or officer (and, in the case of advance of expenses, receipt of a written undertaking by or on behalf of Indemnitee to repay such amount if it shall ultimately be determined that Indemnitee is not entitled to be indemnified therefor pursuant to the terms of this Article VIII). The right to indemnification or advances as granted by this Article VIII shall be enforceable by the director or officer in any court of competent jurisdiction, if the Company denies such request, in whole or in part, or if no disposition thereof is made within 60 days. Such person's costs and expenses incurred in connection with successfully establishing his/her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Company. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of expenses (including attorney's fees, costs and charges) under this Article VIII where the required undertaking, if any, has been received by the Company) that the claimant has not met the standard of conduct set forth in the ABCL, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment), but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its Board of Directors, its independent legal counsel and its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he/she has met the applicable standard of conduct set forth in the ABCL, as the same exists or hereafter may be



amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment), nor the fact that there has been an actual determination by the Company (including its Board of Directors, its independent legal counsel and its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

- Other Rights; Continuation of Right to Indemnification. The indemnification and advancement of expenses provided by this Article VIII shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Company, and shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administers of such person. All rights to indemnification under this Article VIII shall be deemed to be a contract between the Company and each director or officer of the Company who serves or served in such capacity at any time while this Article VIII is in effect. Any repeal or modification of this Article VIII or any repeal or modification of relevant provisions of the ABCL or any other applicable laws shall not in any way diminish any rights to indemnification of such director or officer or the obligations of the Company arising hereunder with respect to any proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such modification or repeal. For the purposes of this Article VIII, references to "the Company" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation, so that any person who is or was a director or officer of such a constituent corporation or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article VIII, with respect to the resulting or surviving corporation, as he would if he/she had served the resulting or surviving corporation in the same capacity.
- E. <u>Insurance</u>. The Company shall have power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director or officer of the Company, or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him or on his behalf in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article VIII, *provided*, *however*, that such insurance is available on acceptable terms, which determination shall be made by a vote of a majority of the Board of Directors.
- F. <u>Savings Clause</u>. If this Article VIII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each person entitled to indemnification under the first paragraph of this Article VIII as to all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, ERISA excise taxes and penalties, penalties and amounts paid or to be paid in settlement)



actually and reasonably incurred or suffered by such person and for which indemnification is available to such person pursuant to this Article VIII to the full extent permitted by any applicable portion of this Article VIII that shall not have been invalidated and to the full extent permitted by applicable law.

### VIII. INCORPORATOR

The name and mailing address of the incorporator are as follows:

Name: Gregory K. Mixon

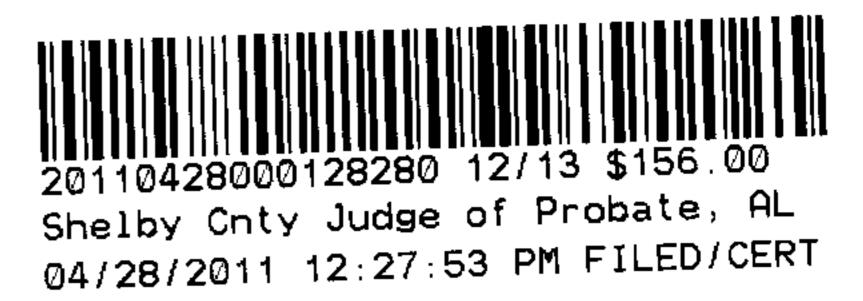
Mailing Address: 200 Cahaba Park Circle, Suite 125, Birmingham, AL 35242

# IX. AMENDMENT

Subject to any vote expressly required by this Certificate, the Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate, as amended from time to time, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

[SIGNATURE ON FOLLOWING PAGE]

\* \* \* \*



IN WITNESS WHEREOF, for the purpose of forming a corporation under the laws of the State of Alabama, do make, file and record this Certificate, and I have accordingly hereunder set my hand this \_\_\_\_ day of April, 2011.

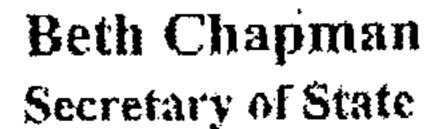
B2B TRADE PARTNERS, AyC.

Name: Greg Mixon

Title: Incorporator



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P.O. Box 5616 Montgomery, AL 36103-5616

# STATE OF ALABAMA

I, Beth Chapman, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

Pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

## B2B Trade Partners, Inc.

This domestic corporation name is proposed to be formed in Shelby County and is for the exclusive use of NATHAN PARK, 248 VALLEY VIEW RD, INDIAN SPRINGS, AL 35124 for a period of one hundred twenty days beginning April 14, 2011 and expiring August 13, 2011



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

April 18, 2011

Date

Beth Chapman

Secretary of State