

STATE OF ALABAMA)

SHELBY COUNTY)

20120518000179370 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
05/18/2012 03:36:51 PM FILED/CERT

CERTIFICATE OF PARTNERSHIP OF B5 INVESTMENTS

WE, the undersigned desiring to form a partnership, pursuant to the laws of the State of Alabama, certify as follows:

1. The name of the partnership is B5 Investments.
2. The partnership shall commence on the date of the filing of this Certificate of Partnership in the Office of the Judge of Probate of Shelby County, Alabama, and shall continue until December 31, 2030, unless dissolved prior to such date (A) upon the sale or other disposition of all the assets owned by the partnership; (B) upon the mutual consent of all partners; or (C) as may be required by law.
3. The general character of the business of the partnership is to acquire, own, maintain, and sell investment securities including, but not limited to, stocks, bonds, mutual funds, limited and general partnership interest, and/or cash instruments.
4. The principal place of business of the partnership shall be located at EBSCO International Headquarters, 5724 Highway 280 East, Birmingham, AL 35242, and the name and the street address of the partnership's Agent for service of process is F. Dixon Brooke, Jr., EBSCO International Headquarters, 5724 Highway 280 East, Birmingham, AL 35242.
5. Each partner shall be obligated to contribute the following amounts to the capital of the partnership as soon as practical after its formation:

PARTNER	CAPITAL CONTRIBUTION
F. Dixon Brooke, Jr.	\$300.00
Dell S. Brooke	\$250.00
F. Dixon Brooke, III	\$150.00
Nelson O'Hara Brooke	\$150.00
Carter Brooke Vann	\$150.00

6. All profits and losses of the partnership, and each item of income, gain, loss, deduction and credit entering into the computation thereof, shall be allocated to the Partners as follows:

PARTNER	PERCENT INTEREST
F. Dixon Brooke, Jr.	30%
Dell S. Brooke	25%
F. Dixon Brooke, III	15%
Nelson O'Hara Brooke	15%
Carter Brooke Vann	15%

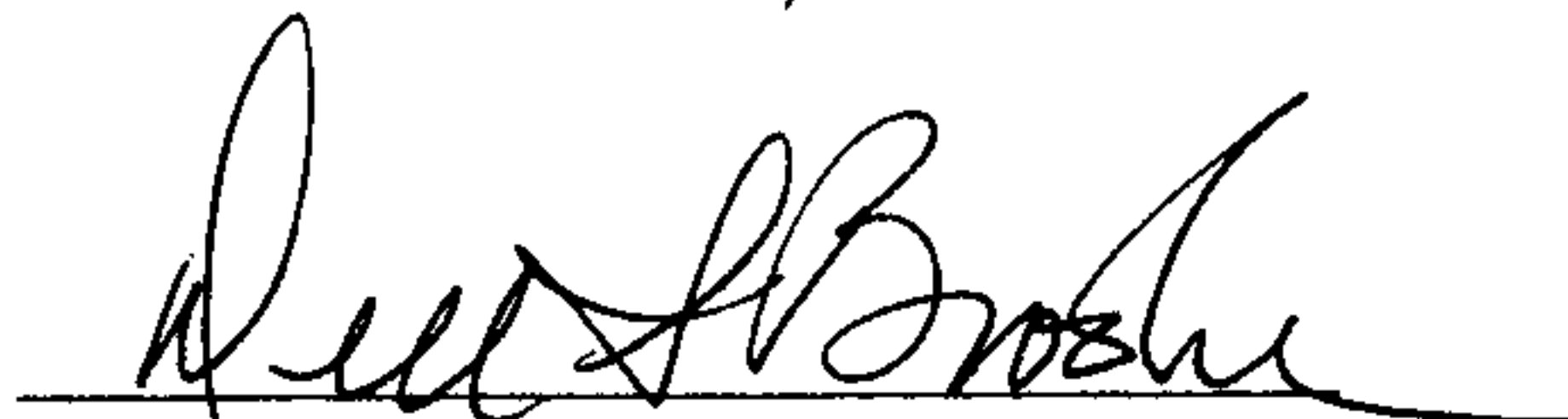
All distributions of cash or property by the partnership to the Partners, with respect to the partnership interest held, shall be made according to the above percentages and such amounts and at such times as shall be determined by a majority of the Partners.

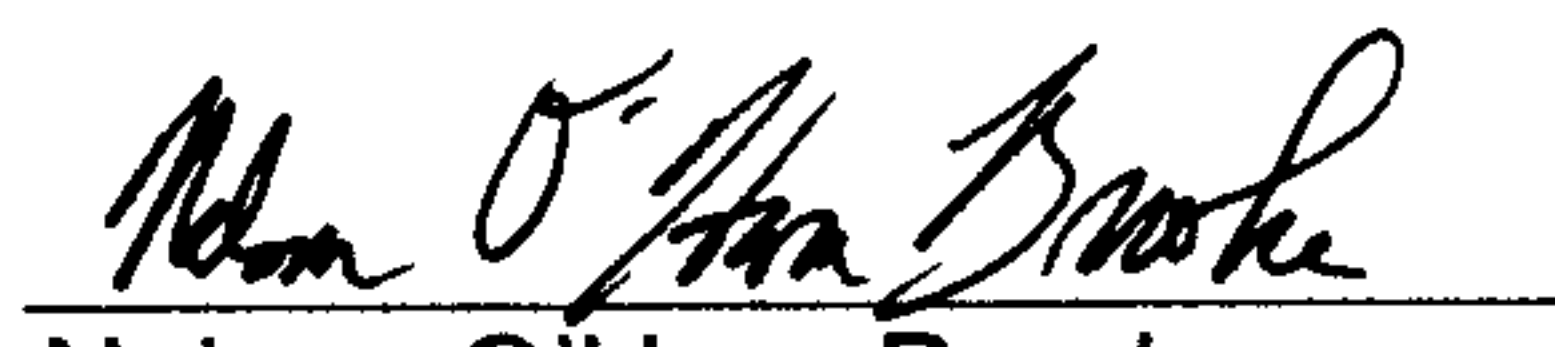
7. The fiscal year of the partnership shall be the calendar year or such other year as the majority of the Partners may from time to time determine.
8. At all times during the continuation of this partnership, a full set of books and records shall be maintained of the accounts and all transactions shall be entered in said books and records. Such books shall be maintained by F. Dixon Brooke, Jr., in the principal office of the partnership or such other office as shall be designated for such purpose, and all partners shall have the right to inspect and examine such books at reasonable times during the year. The books shall be closed and balanced at the end of each fiscal year.
9. F. Dixon Brooke, Jr., as Agent for the partnership is authorized in the name of the partnership, to open and thereafter maintain with any bank, a bank account or accounts in which shall be deposited all the cash contributions to the partnership and all other partnership income, borrow monies on behalf of the partnership and make investing in qualified investments authorized by the partnership. Any funds of the partnership, bank account or bank accounts may be withdrawn upon signatures of the Agent or his designee.
10. The Partnership shall be dissolved and its assets liquidated upon the earlier of:
 - a. The expiration of the term of this Partnership Agreement;
 - b. The agreements of partners owning not less than two-thirds of the partnership, such agreement to be evidenced by an instrument in writing executed by such number of holders and effective only upon filing for record in the Office of the Judge of Probate of ~~Jefferson~~ ^{Shelby} County, Alabama;
 - c. The sale of all or substantially all of the partnership's assets;
 - d. Determination provided by operation of law.

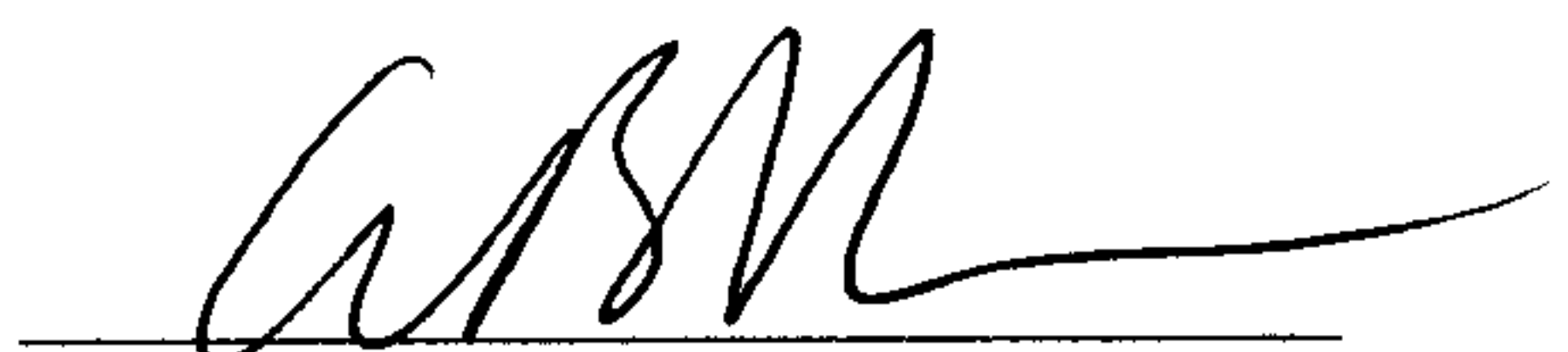
IN WITNESS WHEREOF, the undersigned, on behalf of themselves and by and through their duly authorized officers or other persons authorized and empowered to sign on their behalf, have hereunto subscribed their hands and seals on this 31st day of March, 2012.


F. Dixon Brooke, Jr.


F. Dixon Brooke, III


Dell S. Brooke


Nelson O'Hara Brooke


Carter Brooke Vann


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