

**ARTICLES OF INCORPORATION**  
**OF**  
**BARNETTE WHOLESALE AUTOS, INC.**

For the purpose of forming a domestic business corporation pursuant to Chapter 2 and Chapter 1 (to the extent the provisions thereof are applicable to business corporations) of the Alabama Business and Nonprofit Entities Code and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Entities Code"), the undersigned does hereby sign and adopt these Articles of Incorporation, and, upon the filing for record of these Articles of Incorporation in the Office of the Judge of Probate of Shelby County, Alabama the existence of a corporation (hereinafter referred to as the "Corporation"), under the name set forth in Article 1 hereof, shall commence.

**ARTICLE 1**  
**NAME**

1.1 The name of the Corporation shall be **Barnette Wholesale Autos, Inc.**

**ARTICLE 2**  
**TYPE OF ENTITY**

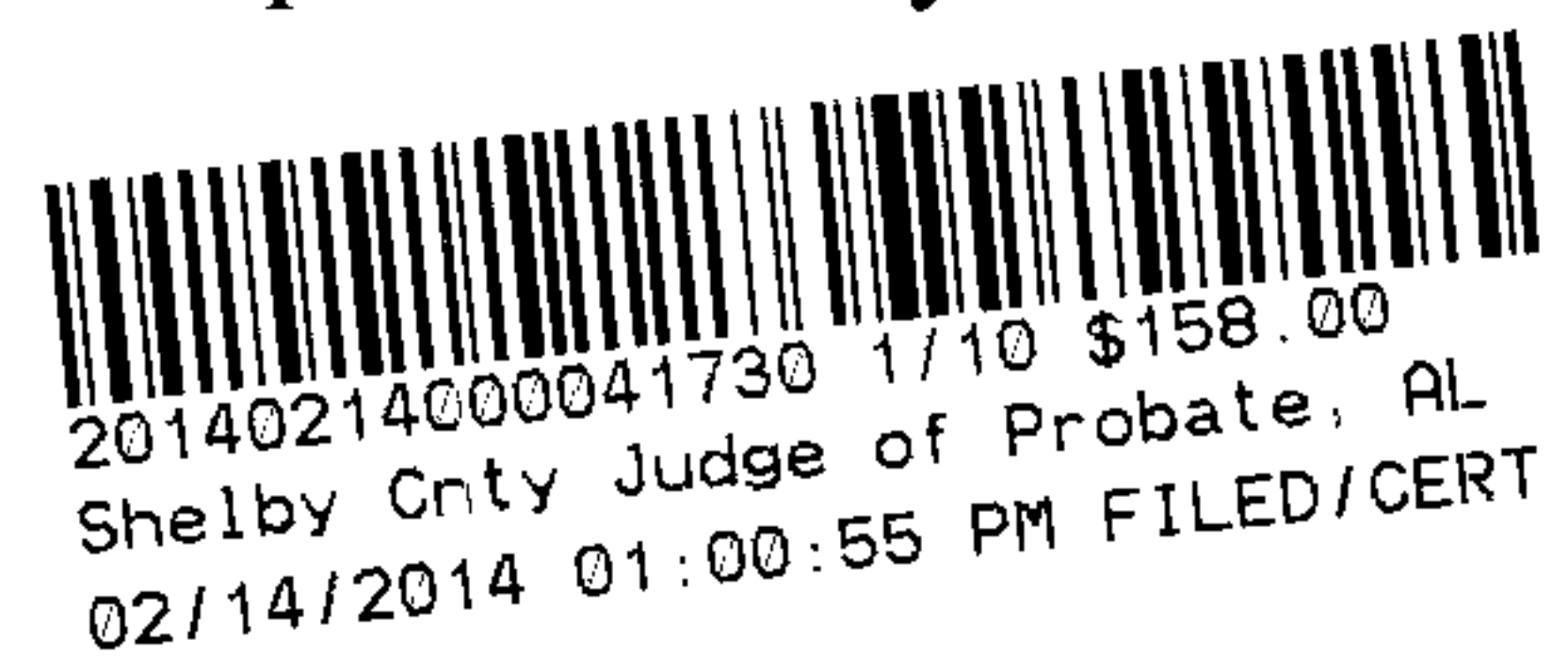
2.1 The type of entity being formed under the Entities Code is a domestic business corporation.

**ARTICLE 3**  
**SHARES**

3.1 The aggregate number of shares the Corporation is authorized to issue shall be one thousand (1,000) shares of Common Stock of the par value of One and No/100 (\$1.00) per share.

3.2 No shareholder of the Corporation shall have any preemptive right to acquire any unissued shares of the Corporation of any class now or hereafter authorized, or any securities convertible into, or exchangeable for, any such shares, or any warrants or any instruments evidencing rights or options to subscribe for, purchase or otherwise acquire any such shares, whether such shares, securities, warrants or other instruments are now, or shall hereafter be, authorized, unissued or issued and thereafter acquired by the Corporation.

3.3 The Bylaws of the Corporation, an agreement among shareholders of the Corporation or an agreement between shareholders and the Corporation may impose restrictions on the transfer or registration of transfer of shares of the Corporation, and notice is hereby given that such bylaw provision or agreement may exist restricting the transfer or registration of transfer of shares of the Corporation. If such bylaw provision or agreement exists, the restriction on transfer or registration of transfer of shares of the Corporation imposed thereby will be noted





conspicuously on the front or back of the certificate or certificates evidencing the shares to which the restriction relates. Even if not so noted, such a restriction is enforceable against a person with actual knowledge of the restriction.

#### **ARTICLE 4** **REGISTERED OFFICE AND REGISTERED AGENT**

4.1 The street address of the Corporation's initial registered office shall be **1062 Chateau Drive, Helena, Alabama 35080**.

4.2 The Corporation's initial registered agent at such office shall be **Michelle S. Neal**.

#### **ARTICLE 5** **INCORPORATOR**

5.1 The name and address of the sole incorporator are as follows:

| NAME                     | ADDRESS                                                                |
|--------------------------|------------------------------------------------------------------------|
| <b>Timothy M. Fulmer</b> | <b>3800 Colonnade Parkway, Suite 450<br/>Birmingham, Alabama 35243</b> |

#### **ARTICLE 6** **INITIAL DIRECTORS**

6.1 The number of directors constituting the initial Board of Directors shall be one (1). After the first annual meeting of shareholders, or a meeting specifically in lieu thereof, the number of directors shall be as set forth in, or as determined in accordance with, the Bylaws.

6.2 The name and address of the person who is to serve as the initial director until the first annual meeting of shareholders or until such person's successor is elected and qualifies, except as otherwise provided in Section 8.2, are as follows:

| DIRECTOR             | ADDRESS                                                 |
|----------------------|---------------------------------------------------------|
| <b>Troy Barnette</b> | <b>70 Hawthorn Street<br/>Birmingham, Alabama 35242</b> |

#### **ARTICLE 7** **PURPOSES, OBJECTS AND POWERS**

7.1 The purposes, objects and powers of the Corporation are:

(a) To engage in any lawful business, act or activity for which a corporation may be organized under the Entities Code, it being the purpose and intent of this Article 7 to invest the Corporation with the broadest purposes, objects and powers lawfully permitted a corporation formed under the Entities Code.



(b) To carry on any and all aspects, ordinary or extraordinary, of any lawful business and to enter into and carry out any transaction, ordinary or extraordinary, permitted by law, having and exercising in connection herewith all powers given to corporations by the Entities Code and all other applicable laws of the State of Alabama.

(c) Without limiting the scope and generality of the foregoing, the Corporation shall have the following specific purposes, objects and powers:

(1) To perform all acts and do all things necessary to be a Motor Vehicle Wholesaler and Motor Vehicle Dealer, properly licensed and operated within and outside of the State of Alabama;

(2) To sue and be sued, complain and defend in its corporate name;

(3) To have a corporate seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it or in any manner reproducing it;

(4) To make and amend Bylaws, not inconsistent with its articles of incorporation or with the laws of this state, for managing the business and regulating the affairs of the Corporation;

(5) To purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, and otherwise deal with, real or personal property, or any legal or equitable interest in property, wherever located;

(6) To sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property;

(7) To purchase, receive, subscribe for, or otherwise acquire; own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of; and deal in and with shares or other interests in, or obligations of, any other entity;

(8) To make contracts, including guaranty and suretyship contracts and indemnity agreements, incur liabilities, borrow money, issue its notes, bonds, and other obligations (which may be convertible into or include the option to purchase other securities of the Corporation), secure any of its obligations (or the obligations of others for whom it can make guarantees, whether or not a guarantee is made) by mortgage or pledge of or creation of security interests in any of its property, franchises, or income, and without limiting the generality of the foregoing;

a. To make contracts of guaranty and suretyship and indemnity agreements that are necessary or convenient to the conduct, promotion or attainment of the business of the Corporation, and

b. To make contracts of guaranty and suretyship and indemnity agreements that are necessary or convenient to the conduct, promotion or attainment of the business of (i) an entity that is wholly owned, directly or indirectly, by the Corporation, (ii) a person that owns, directly or



indirectly, all of the outstanding stock of the Corporation, or (iii) an entity that is wholly owned, directly or indirectly, by a person that owns, directly or indirectly, all of the outstanding stock of the Corporation.

(9) To lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayment;

(10) To be a promoter, incorporator, organizer, partner, member, trustee, associate, or manager of any domestic or foreign corporation, partnership, joint venture, trust, or other entity;

(11) To conduct its business, locate offices, and exercise the powers granted by the Entities Code within or without this state;

(12) To elect directors and appoint officers, employees, and agents of the Corporation, define their duties, fix their compensation, and lend them money and credit;

(13) To pay pensions and establish pension plans, pension trusts, profit sharing plans, share bonus plans, share option plans, or other welfare, benefit or incentive plans for any or all of its current, future, or former directors, officers, employees, and agents;

(14) To make donations for the public welfare or for charitable, scientific, or educational purposes;

(15) To transact any lawful business that will aid governmental policy; and

(16) To make payments or donations, or do any other act, not inconsistent with law, that furthers the business and affairs of the Corporation.

7.2 All words, phrases and provisions in this Article 7 are used in their broadest sense, are not limited by reference to, or inference from, any other words, phrases or provisions and shall be so construed. For purposes of these Articles of Incorporation, the term "person" includes any individual or entity.

## **ARTICLE 8**

### **INTERNAL AFFAIRS**

8.1 The initial Bylaws of the Corporation shall be adopted by the shareholders. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors and the shareholders, or either of them, which power may be exercised in the manner and to the extent provided in the Bylaws; provided, however, that the Board of Directors may not alter, amend or repeal any bylaw or resolution of the shareholders establishing the number of directors (except that the Board of Directors shall have the power to fix or change the number of directors as set out in Section 8.2 below), the time or place of shareholders' meetings, or what constitutes a quorum at shareholders' meetings, or any bylaw



or resolution that was adopted by the shareholders and specifically provides that it cannot be altered, amended or repealed by the Board of Directors. The Bylaws may contain any provisions for regulating the business and affairs of the Corporation that is not inconsistent with law or these Articles of Incorporation.

8.2 All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors, subject to any limitations set forth in these Articles of Incorporation or in an agreement authorized under the Entities Code. The number of directors comprising the initial Board of Directors shall be as set forth in Article 6 above. The number of directors of the Corporation shall be fixed from time to time in the manner provided in the Bylaws, or, in the absence of such a bylaw, the number of directors shall be One (1). The number of directors may be increased or decreased from time to time by amendment to the Bylaws or in the manner provided for therein, provided that the Board of Directors may not, and only the shareholders may, increase or decrease by more than 30% the number of directors last approved by the shareholders.

8.3 No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except liability for (a) the amount of a financial benefit received by the director to which he or she is not entitled; (b) an intentional infliction of harm on the Corporation or the shareholders; (c) voting for or assenting to any unlawful distribution, as defined in the Entities Code; (d) an intentional violation of criminal law; or (e) a breach of the director's duty of loyalty to the Corporation or its shareholders. If the Entities Code is hereafter amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended Entities Code.

8.4 The Corporation reserves the right from time to time to amend, alter or repeal each and every provision contained in these Articles of Incorporation, or to add one or more additional provisions, in the manner now or hereafter prescribed or permitted by the Entities Code, and all rights conferred upon shareholders at any time are granted subject to this reservation. Any such amendment for which voting by voting group is required by the Entities Code shall be effective only if each voting group approves in addition to approval of all shareholders entitled to vote.

## **ARTICLE 9**

### **INDEMNIFICATION**

9.1 (a) Except as provided in subsection (d) of this Section 9.1, the Corporation (which term, for purposes of this Article 9, includes any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction) shall indemnify an individual who is or was a director, officer, employee or agent of the Corporation or an individual who, while a director, officer, employee or agent of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (an



“Indemnatee”, which term includes, unless the context requires otherwise, the estate or personal representative of such individual) who was, is or has threatened to be made a named defendant or respondent (a “Party”) in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (a “Proceeding”) because he or she is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), and all reasonable expenses, including counsel fees, incurred with respect to a Proceeding (“Liability”) incurred in the Proceeding if:

(1) the Indemnatee conducted himself or herself in good faith; and

(2) the Indemnatee reasonably believed:

a. in the case of conduct in his or her Official Capacity (meaning thereby (a) when used with respect to a director, the office of director in the Corporation; and (b) when used with respect to an individual other than a director, the office in the Corporation held by an officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation; “Official Capacity” does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise) with the Corporation, that the conduct was in its best interest; and

b. in all other cases that the conduct was at least not opposed to its best interest; and

(3) in case of any criminal Proceeding the Indemnatee had no reasonable cause to believe his or her conduct was unlawful.

(b) An Indemnatee is considered to be serving an employee benefit plan at the Corporation’s request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the Indemnatee to the plan or to participants in or beneficiaries of the plan. An Indemnatee’s conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and beneficiaries of, the plan is conduct that satisfies the requirement of subsection (a)(2)(b) of this Section 9.1.

(c) The termination of a Proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Indemnatee did not meet the standard of conduct described in this section.

(d) The Corporation shall not indemnify an Indemnatee under this section:

(1) in connection with a Proceeding by or in the right of the Corporation in which the Indemnatee was adjudged liable to the Corporation; or



(2) in connection with any other Proceeding charging improper personal benefit to the Indemnatee, whether or not involving action in his or her Official Capacity, in which the Indemnatee was adjudged liable on the basis that personal benefit was improperly received by him or her.

(e) Indemnification permitted under this section in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses, including counsel fees, incurred in connection with the Proceeding.

9.2 The Corporation shall indemnify an Indemnatee who was successful, on the merits or otherwise, in the defense of any Proceeding, or of any claim, issue or matter in such Proceeding, where he or she was a Party because he or she is or was a director, officer, employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against reasonable expenses, including counsel fees, incurred in connection therewith, notwithstanding that he or she was not successful on any other claim, issue or matter in any such Proceeding.

9.3 (a) The Corporation may pay for or reimburse the reasonable expenses, including counsel fees, incurred by an Indemnatee who was a party to a Proceeding in advance of final disposition of the Proceeding if:

(1) the Indemnatee furnishes the Corporation a written affirmation of good faith and belief that he or she has met the standard of conduct described in Section 9.1 above;

(2) the Indemnatee furnishes the Corporation a written undertaking, executed personally or on the Indemnatee's behalf, to repay the advance if it is ultimately determined that the Indemnatee did not meet the standard of conduct, or is not otherwise entitled to indemnification under Section 9.1(d), unless an indemnification is approved by the court under the provisions of the Entities Code;

(3) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article 9.

(b) The undertaking required by subsection (a)(2) above must be an unlimited general obligation of the Indemnatee but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payment under this section shall be made in the manner specified in Section 9.4 below.

9.4 (a) The Corporation may not indemnify an Indemnatee under Section 9.1 above unless authorized in the specific case after a determination has been made that indemnification of the Indemnatee is permissible in the circumstances because the Indemnatee has met the standard of conduct set forth in Section 9.1 above.



(b) The determination shall be made:

(1) by the Board of Directors of the Corporation by a majority vote of a quorum consisting of directors not at the time Parties to the Proceeding;

(2) if a quorum cannot be obtained under subdivision (1) above, by a majority vote of a committee duly designated by the Board of Directors (in which designation directors who are Parties may participate) consisting solely of two or more directors not at the time Parties to the Proceeding;

(3) by special legal counsel:

a. selected by the Board of Directors or committee in the manner prescribed in subdivision (1) or (2) above; or

b. if a quorum of the Board of Directors cannot be obtained under subdivision (1) and a committee cannot be designated under subdivision (2), selected by a majority vote of the full Board of Directors (in which selection directors who are Parties may participate); or

(4) by the shareholders, but shares owned or voted under the control of Indemnitees who are at the time Parties to the Proceeding may not be voted on the determination. A majority of the shares that are entitled to vote on the transaction by virtue of not being owned by or under the control of such Indemnitees constitutes a quorum for the purpose of taking action under this section.

(c) Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (b)(3) to select counsel.

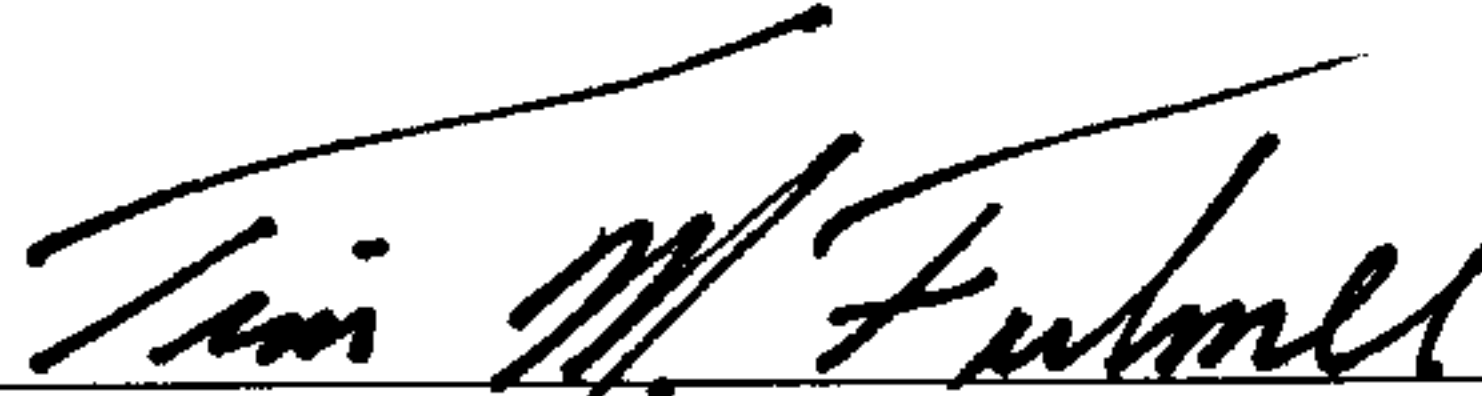
9.5 The Corporation may purchase and maintain insurance, or furnish similar protection (including but not limited to trust funds, self-insurance reserves or the like), on behalf of an individual who is or was a director, officer, employee or agent of the Corporation, who, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee or agent, whether or not the Corporation would have the power to indemnify him or her against the same Liability under Sections 9.1 or 9.2 above.

9.6 (a) Any indemnification, or advance for expenses, authorized under this Article 9 shall not be deemed exclusive of and shall be in addition to that which may be contained in the Corporation's Bylaws, a resolution of its shareholders or Board of Directors, or in a contract or otherwise.



(b) This Article 9 does not limit the Corporation's power to pay or reimburse expenses incurred by an Indemnitee in connection with the Indemnitee's appearance as a witness in a Proceeding at a time when he or she has not been made or named defendant or respondent to the Proceeding.

IN TESTIMONY WHEREOF, witness the hand and seal of the undersigned incorporator as of the 14 day of February, 2014.

  
\_\_\_\_\_  
Timothy M. Fulmer

This instrument prepared by:  
Timothy M. Fulmer  
Natter & Fulmer, P.C.  
3800 Colonnade Parkway – Suite 450  
Birmingham, Alabama 35243

  
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JIM BENNETT  
SECRETARY OF STATE

ALABAMA STATE CAPITOL  
MONTGOMERY, AL 36130

# STATE OF ALABAMA

I, Jim Bennett, 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:

**Barnette Wholesale Autos Inc**

This name reservation is for the exclusive use of Michelle S Neal, 1062 Chateau drive, Helena, AL 35080 for a period of one year beginning January 31, 2014 and expiring January 31, 2015.

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Shelby Cnty Judge of Probate, AL  
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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.

January 31, 2014

Date

Jim Bennett

A handwritten signature in black ink, appearing to read 'Jim Bennett', is written over a horizontal line.

Secretary of State

RES647036