

STATE OF ALABAMA)

COUNTY OF SHELBY )

CERTIFICATE OF FORMATION  
OF  
ROLLING MILLS COMMUNICATIONS, INC.  
A CORPORATION

I. - NAME

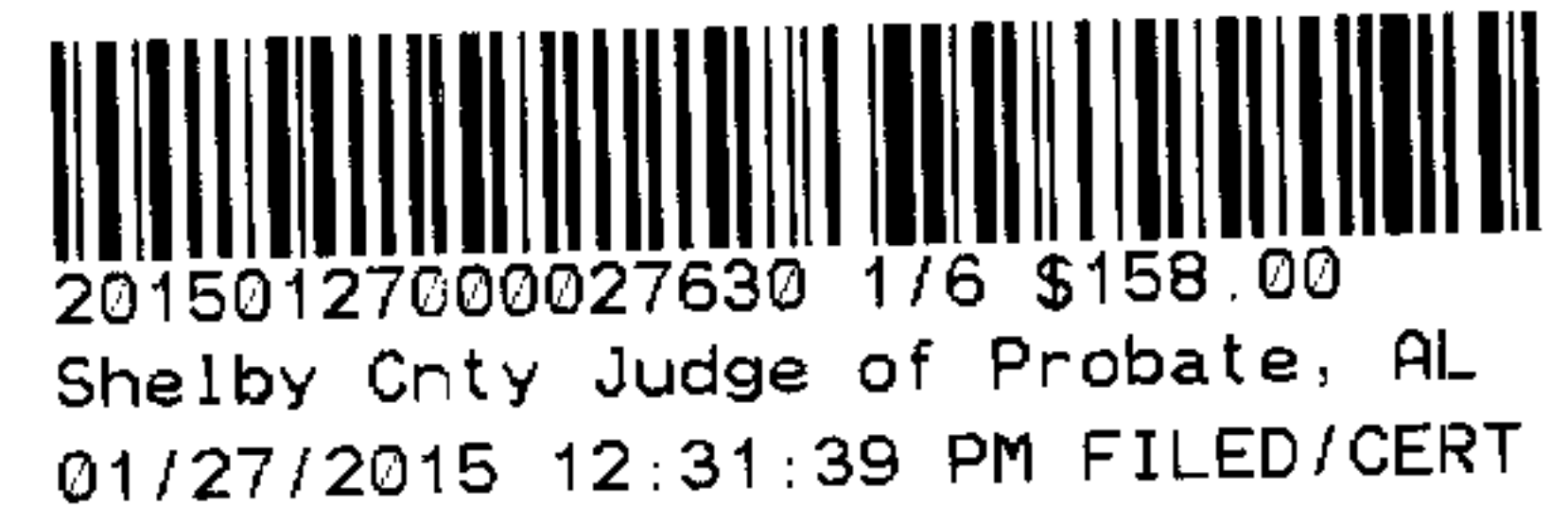
The name of the corporation shall be ROLLING MILLS COMMUNICATIONS, INC.

II. - CORPORATION STATUS

This corporation shall be a corporation as authorized by the Alabama Business Corporation Act, Code of Alabama, 1975, as amended, § 10A-1-3.05 and § 10A-2-2.02 and shall be governed by all laws governing or applicable to such corporation.

III. - DURATION

The corporation shall have a continuous existence.



IV. - PURPOSE

The purpose for which this corporation is organized is the transaction of any or all lawful business for which corporation may be incorporated under the Alabama Business Act including but not limited to:

- (a) To install, remodel and maintain telecommunication systems.
- (b) To do everything necessary, proper, advisable, suitable or convenient for the accomplishment of the objects and purposes specified in this Paragraph IV, and to do all other things incidental therein, connected therewith, conducive thereto, or expedient therefor.
- (c) To engage in any and all lawful businesses, enterprises, joint ventures, partnerships, limited liability companies and other legal business.

V. - AUTHORIZED SHARES

The aggregate number of shares which the corporation shall have authority to issue is ONE THOUSAND (1000) SHARES. These shares are to have a par value of ONE DOLLAR (\$1.00).

## VI. - RESTRICTIONS OF STOCK

All issued shares of stock of this corporation of all classes shall be subject to one following restrictions on transfers:

(a) For purposes of this Paragraph VI:

(i) A shareholder desiring to sell or otherwise transfer give or assign his or her stock in this corporation, in whole or in part, shall be referred to as the "offeror".

(ii) A non-shareholder to whom such sale or other transfer is proposed shall be referred to as the "offeree"; and

(iii) The shareholder, individually and collectively, of this corporation, other than the shareholder-offeror, shall be referred to as the "optionee(s)".

(b) Any shareholder in this corporation may, without restriction or limitation, sell, or otherwise transfer, his or her stock herein, in whole or in part, to any other shareholder(s) in this corporation.

(c) In the event any shareholder desires to sell or otherwise transfer his or her stock herein, in whole or in part, to a bona fide offeree other than a then shareholder, the following procedures shall be followed:

(i) The offeror shall furnish and deliver to the corporation and to the optionee(s), at each of their last known business addresses, a letter of intent, containing the name and address of the offeree, and complete details as to the terms and conditions of the offer under which said sale or other transfer is to be effectuated.

(ii) The offeror shall grant to the corporation the first option and shall grant to the other shareholders of the corporation the second option to purchase said stock or effectuate such transfer of said stock to it or themselves, under the terms and conditions as set forth in the letter of intent described in subparagraph (i) hereinabove.

(iii) The corporation shall be considered as the primary optionee and shall have thirty (30) days from the date of receipt of the letter of intent within which the exercise such option, by letter in writing, addressed to the offeror, and copies thereof to each of the other optionees, at each of their last known business addresses. Upon the failure of the corporation to exercise its option, each of the other optionees shall have thirty (30) days from the date of the expiration of the first option period within which to exercise their said option. In the absence of any other agreement between or among the optionees, if all the optionees elect to purchase said stock, said stock of the offeror shall be purchased by the optionees in the same proportion as their respective stock ownership in the corporation. If all optionees do not elect to purchase their proportionate share of the offeror's stock, such optionees who desire to purchase such stock shall each be entitled to purchase such proportionate share of the offeror's stock as the percentage of his or her respective stock interest in the corporation bears to the total percentage of all stock



interests in the corporation held by all of the optionees desiring to purchase the offeror's stock. Notwithstanding the foregoing, the election of the optionees to purchase proportionate shares of the offeror's stock not aggregating the offeror's entire stock shall be of no effect.

(iv) If the corporation and the optionees fail to elect to purchase said stock within said option period, then the offeror shall be free to sell all of his or her stock to the original offeree at the price and upon the terms and conditions set forth in said offer, provided, however, that such sale must be consummated within two (2) months following the expiration of the optionee's second option.

(v) Upon a sale or other transfer to the offeree, the offeree will then hold said stock as a shareholder, subject to all of the terms and conditions of this CERTIFICATE OF FORMATION in the place and stead of the selling shareholder, including the provisions contained in this Paragraph VI.

(vi) If said sale is not made between selling shareholder and such other purchaser within said two (2) months period after the expiration of said second option, all of the terms, conditions, and restrictions of this Paragraph VI of these CERTIFICATE OF FORMATION shall be reinstated and the right of the selling shareholder to sell his stock to such purchase pursuant to said original offer shall terminate.

#### VII. - SCOPE OF ACTIVITY

The corporation shall have the power either directly or indirectly, either alone or in conjunction or cooperation with others, to do any and all lawful activities which may be necessary, useful, suitable, desirable, or proper for the furtherance, accomplishments, fostering or attainment of any or all of the purposes for which corporation is organized.


#### VIII. - PLACE OF OPERATION

The operations of the corporation are to be conducted principally within the State of Alabama.

#### IX. - REGISTERED OFFICE

The address of the initial registered office of the corporation is:

310 Rolling Mill Street  
Helena, AL 35080  
Shelby County

  
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Shelby Cnty Judge of Probate, AL  
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The name of the corporation's registered agent at this address is Justin Stacey.

## X. - NUMBER OF DIRECTORS

The number of directors shall not exceed one (1).

## XI. - NAMES OF DIRECTORS

The names and address of the directors until meeting of the corporation are as follows:

Justin Stacey	310 Rolling Mill Street Helena, AL 35080
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## XII. - INCORPORATORS

The name and addresses of the incorporators:

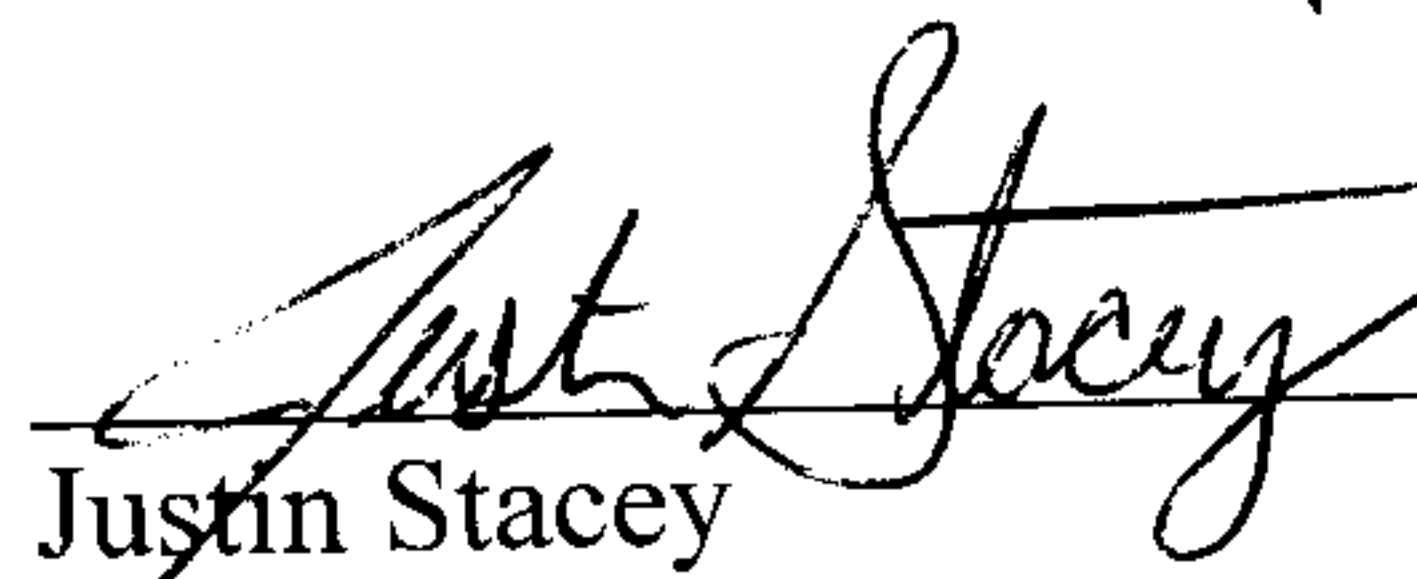
NAME:	% SHARES	ADDRESS:
Justin Stacey	100%	310 Rolling Mill Street Helena, AL 35080

## XIII. - LIMITATION ON NUMBER OF SHARES

All of the corporation issued shares of all classes, exclusive of treasury shares, shall be held of record by not more than ten (10) people. For purposes of determining the number of holders of record of the stock of this corporation, stock which is held in joint or common tenancy or by the entities shall be treated as held by one shareholder. The formation of a corporation is authorized by all holders and/or subscribers to shares in this corporation.

  
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IN WITNESS WHEREOF, I have made, subscribed and acknowledged these  
CERTIFICATE OF FORMATION on this the 16th day of JANUARY, 2015.

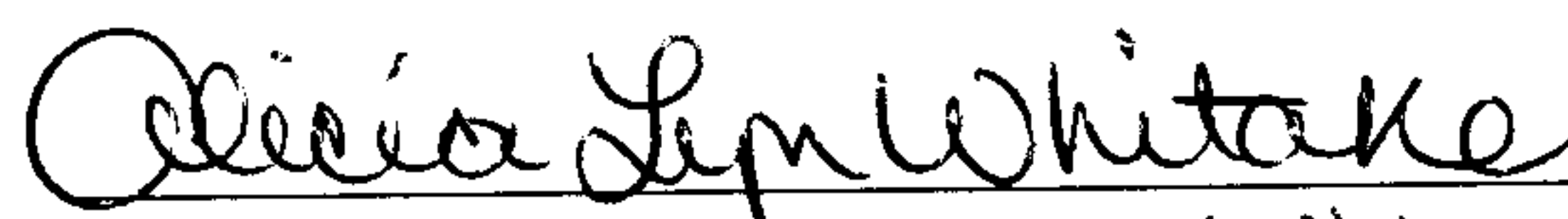
  
Justin Stacey

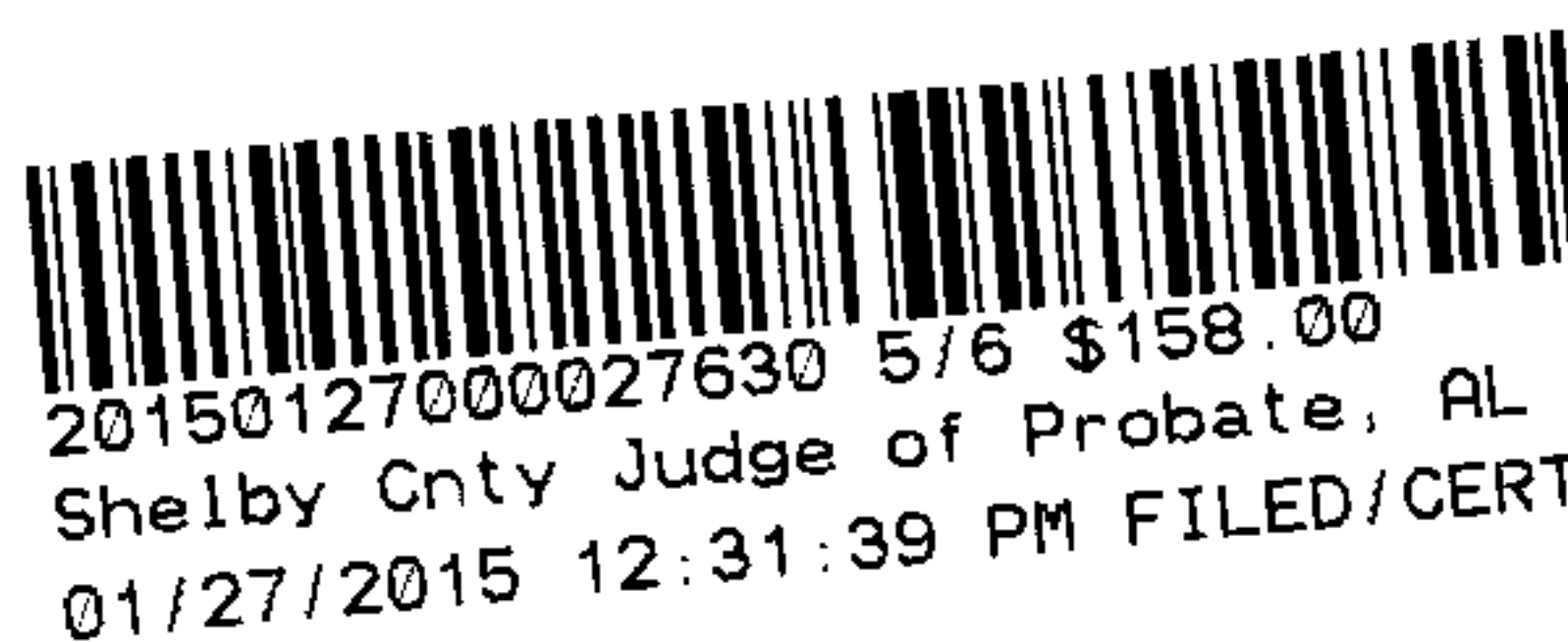
STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby  
certify that Justin Stacey, whose name is signed to the foregoing CERTIFICATE OF  
FORMATION, and who is known to me, acknowledged before me on this day that, being  
informed of the contents of the CERTIFICATE OF FORMATION, he has executed the same  
voluntarily on the day the same bears date.

Given under my hand and seal this the 16th day of JANUARY, 2015.

ALICIA LYN WHITAKER  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES 1-21-17

  
Notary Public Alicia Lyn Whitaker  
My Commission Expires: 1-21-17





Jim Bennett  
Secretary of State

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


# STATE OF ALABAMA

**I, Jim Bennett, Secretary of 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:

**Rolling Mills Communications, Inc.**

This name reservation is for the exclusive use of Stephen Grimes, PO Box 463,  
Gardendale, AL 35071 for a period of one year beginning January 09, 2015 and  
expiring January 09, 2016

  
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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 09, 2015

**Date**

A handwritten signature in cursive script, appearing to read "Jim Bennett".

**Jim Bennett**

**Secretary of State**