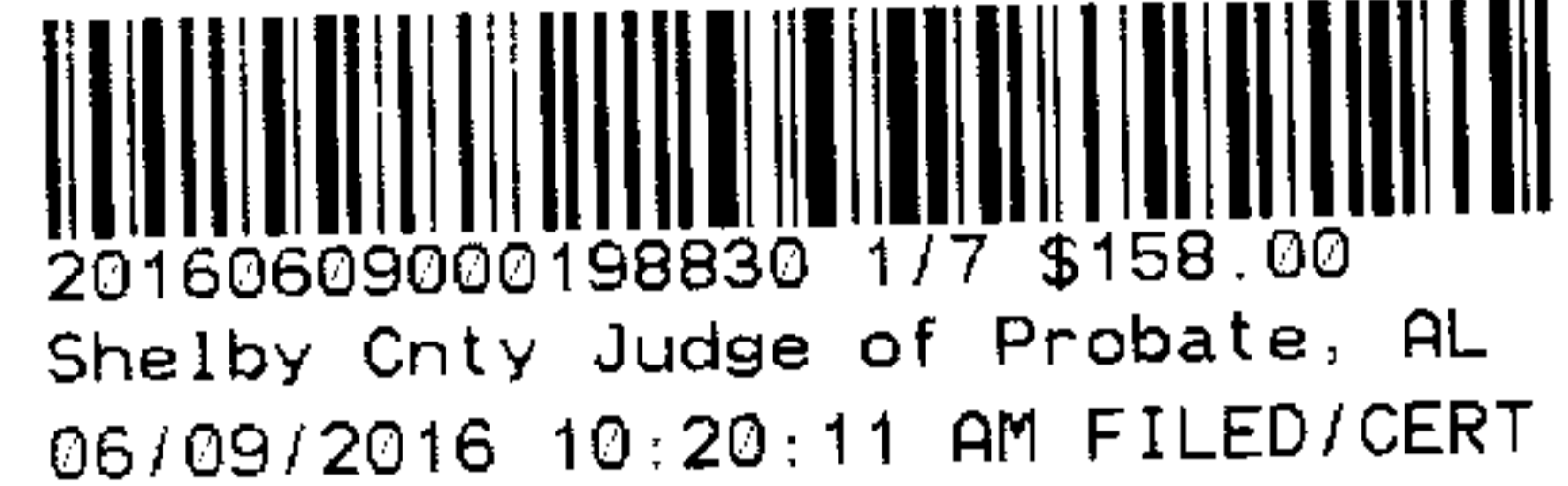


# **CERTIFICATE OF FORMATION**

**OF**

**SPM Solutions, LLC**



Pursuant to the provisions of the Alabama Limited Liability Company Act, Section 10A-5-2.01, Code of Alabama 1975, the undersigned hereby adopts the following Limited Liability Company Certificate of Formation:

## **ARTICLE I**

**Name**

The name of the Limited Liability Company is:

**SPM Solutions, LLC**

## **ARTICLE II**

**Duration**

The period of duration is until this Company is dissolved.

## **ARTICLE III**

**Purposes**

This Limited Liability Company has been organized for the following purposes: To qualify as a Limited Liability Company under the Alabama Limited Liability Company Act, Code of Alabama (1975) § 10A-5-2.01 and is created for any lawful purpose with its main objective being to operate a consulting company specializing in the tool and die and metal stamping industry.

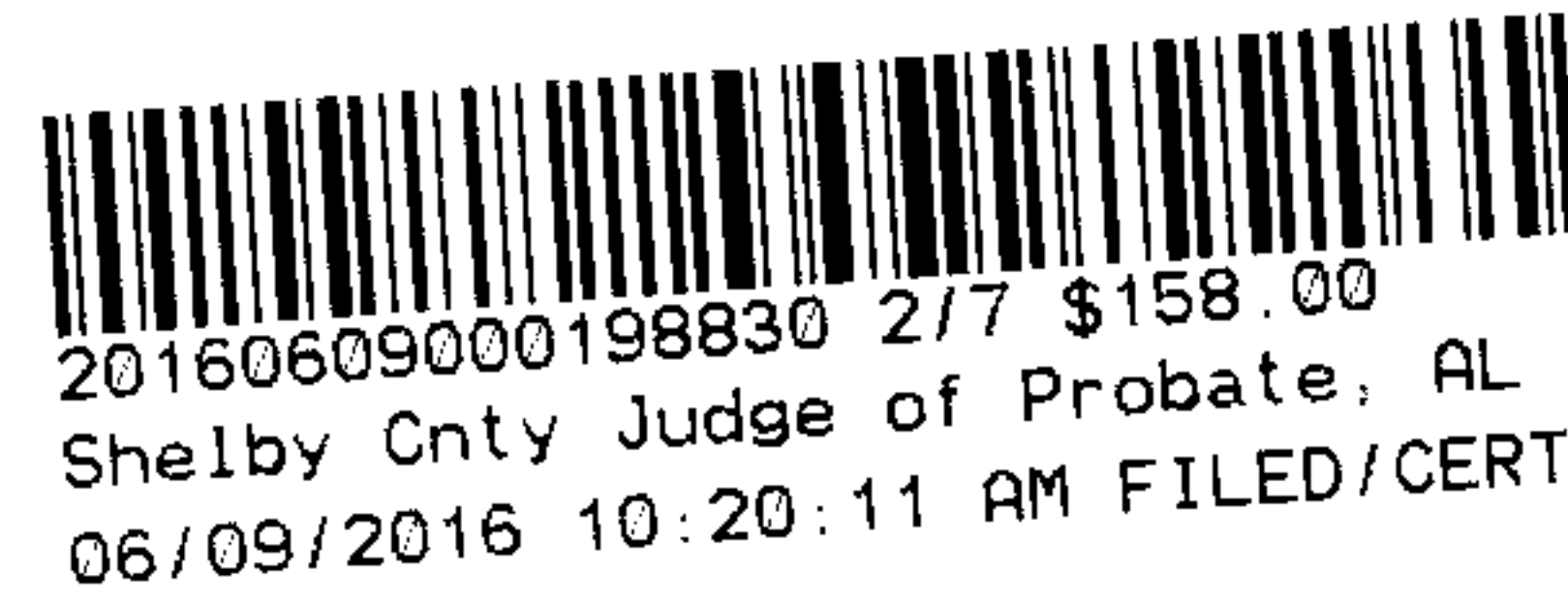
## **ARTICLE IV**

**Initial Registered Office and Agent**

The company's initial registered office will be 978 Old Cahaba Drive, Helena, AL 35080. The registered agent at said address shall be Scott T. Yunke, Jr.

## **ARTICLE V**

### **Members**



The initial number of members constituting the Company is one, and the name and address of the first member of the Company is as follows:

Scott T. Yunke, Jr.  
978 Old Cahaba Drive  
Helena, AL 35080

Additional members to the Company will be admitted upon the terms and conditions stated in the Operating Agreement of the Company.

## **ARTICLE VI**

### **Management**

The initial members of the Company will be the Managers, their addresses being first stated in Article V above.

All contracts, deeds, mortgages, promissory notes, and other instruments which have been appropriately authorized by the Company shall be signed by the Initial member. No other existing or future member(s) shall be required to execute such instruments and they shall not be authorized to do so, unless and until such member qualifies as and is unanimously elected to serve as Managing Member.

## **ARTICLE VII**

### **Powers**

The nature of the business, its objective and purpose to be transacted, promoted and carried on by the Company are to do any and all things herein mentioned as fully and to the same extent as natural persons might or could do, and in any part of the world:

- (1) To sue and be sued, complain and defend, in its name.
- (2) To purchase, receive, lease or otherwise acquire, own, use, and otherwise deal with real or personal property, or an interest in it, wherever situated.

- (3) To sell, convey, mortgage, encumber, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets
- (4) To lend money to and otherwise assist its members.
- (5) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with shares or other interests in or obligations of domestic or foreign limited liability companies, domestic or foreign corporations, associations, general or limited partnerships, or direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality thereof.
- (6) To make contracts, guarantees, and indemnity agreements and incur liabilities, borrow money at those rates of interest as the limited liability company may determine; issue its notes, bonds, and other obligations; and secure any of its obligations by mortgage, pledge of, or creation of security interest in, all or any of its property, franchises, or income; make contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company and of a corporation of which the majority of the outstanding stock is owned, directly or indirectly, by the contracting company; or make other contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting company, or any interest therein, not inconsistent with the provisions of the Constitution of Alabama as it may be amended from time to time.
- (7) To lend money for any lawful purpose, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (8) To conduct its business, carry on its operations, and have and exercise the powers granted by this act in any state, territory, district or possession of the United States, or in any foreign country.
- (9) To elect or appoint managers and agents of the limited liability company, and define their duties and fix their compensation.

- (10) To make and alter the operating agreement, not inconsistent with its articles of organization or with the laws of this state, for the administration and regulation of the affairs of the limited liability company.
- (11) To make donations for the public welfare or for charitable, scientific, or educational purposes.
- (12) To transact any lawful business which the membership may find will be in aid of governmental policy.
- (13) To pay pensions and establish pension plans, pension trusts, profit-sharing plans, and other incentive plans for any or all of its managers, employees, former managers, or former employees.
- (14) To indemnify a member, manager, or employee, or former member, manager, or employee of the limited liability company against expenses actually and reasonable incurred in connection with the defense of an action, suit, or proceeding, civil or criminal, in which the member, manager, or employee is made a party by reason of being or having been a member, manager, or employee of the limited liability company, except in relation to matters as to which the member, manager, or employee is determined in the action, suit or proceeding to be liable for negligence or misconduct in the performance of duty; to make any other indemnification that is authorized by these Articles of Organization, the Operating Agreement, or by a resolution adopted by the members after notice (unless notice is waived); to purchase and maintain insurance on behalf of any person who is or was a member, manager, or employee of the limited liability company against any liability asserted against and incurred by the member, manager, or employee in any capacity or arising out of the member's, manager's, or employee's status as such, whether or not the limited liability company would have the power to indemnify the member, manager, or employee against that liability under the provisions of this subsection.
- (15) To cease its activities.
- (16) To have and exercise all powers necessary or convenient to effect any or all of the purposes for which the limited liability company is organized.

(17) To become a member of a general partnership, limited partnership, joint venture or similar association, or any other limited liability company.

(18) To be a promoter, incorporator, stockholder, general partner, limited partner, member, associate, or manager of any corporation, partnership, limited partnership, limited liability company, joint venture trust, or other enterprise.

## **ARTICLE VIII**

### **Limited Liability of Members**

No member shall be required to make any contribution to the capital of the company except as set forth in the Operating Agreement or other provisions hereunder. No member in his or her capacity as such member shall be personally liable for any expense, liability, or obligation of the company, except to the extent of his or her interest in the company and with regard to the obligation to return distributions made to him or her under certain circumstances as required by the Alabama Limited Liability Company Act.

## **ARTICLE IX**

### **Tax Considerations**

It is the intention of this Limited Liability Company to be treated as a proprietorship if there is one member and as a partnership if there are two or more members for federal and state income tax purposes. The member who will have the full authority to deal with the Internal Revenue Service for federal tax purposes and other tax entities such as the State of Alabama will be:

Scott T. Yunke, Jr.  
978 Old Cahaba Drive  
Helena, AL 35080

## **ARTICLE X**

### **Indemnification**

All of the rights, privileges, and protection of the members of the company as provided in



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Shelby Cnty Judge of Probate, AL  
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Certificate of Formation  
of SPM Solutions, LLC  
Page 6

Section 10A-5-3.02 of the Code of Alabama (1975), are hereby expressly adopted and made a part hereof, with such indemnification being more fully described in the Operating Agreement of the company.


## **ARTICLE XI**

### **Operating Agreement**

The initial Operating Agreement of the company shall be adopted by the membership. The power to alter, amend or repeal the Operating Agreement or adopt a new Operating Agreement shall be vested in the membership.

The undersigned member has executed this Certificate of Formation on this 8th day of June, 2016

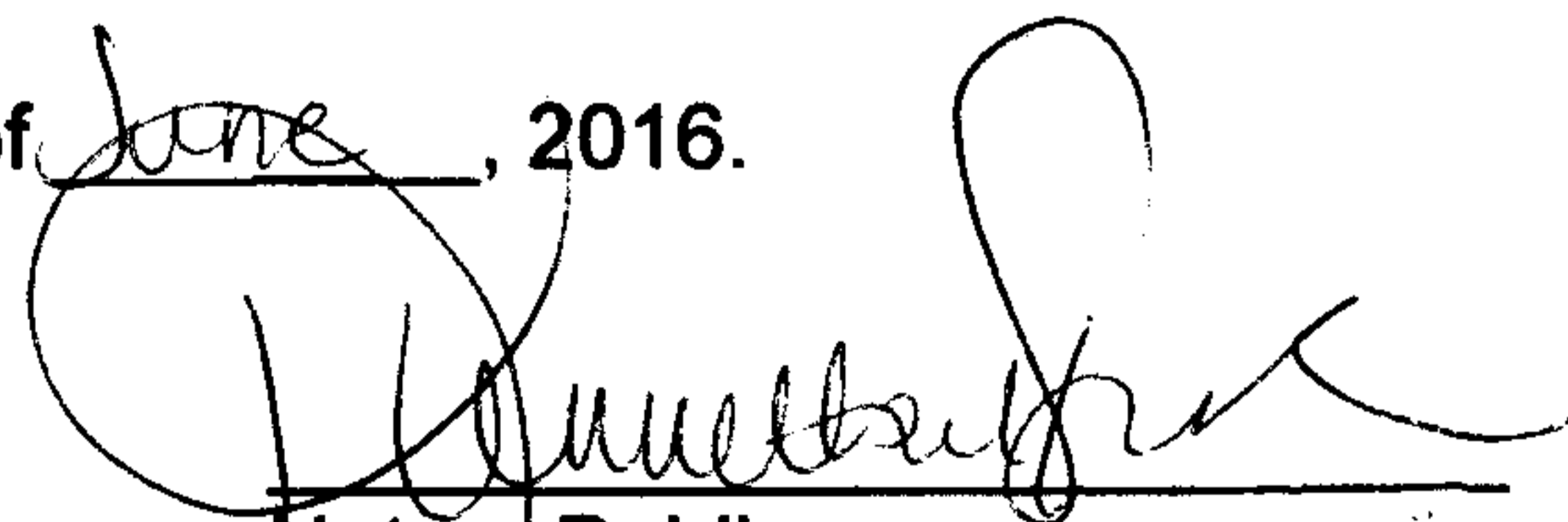
#### **ORGANIZING MEMBER:**

  
Scott T. Yunke, Jr.

STATE OF ALABAMA     )  
SHELBY COUNTY    )

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify that Scott T. Yunke, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of June, 2016.

  
Notary Public  
7/29/2019  
My commission expires

#### **This instrument prepared by:**

Scott T. Yunke, Jr.  
978 Old Cahaba Drive  
Helena, AL 35080

John H. Merrill  
Secretary of State

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Shelby Cnty Judge of Probate, AL  
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P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, John H. Merrill, 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:

**SPM Solutions, LLC**

This name reservation is for the exclusive use of Scott P Yunke Jr, 978 Old  
Cahaba Drive, Helena, AL 35080 for a period of one year beginning June 06, 2016  
and expiring June 06, 2017



RES725970

**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.**

June 06, 2016

Date

*J. H. Merrill*

John H. Merrill

Secretary of State