

**CERTIFICATE OF FORMATION
Of SINSEP DESIGNS, LLC**

The undersigned, acting as the organizer of a limited liability company pursuant to the Alabama Limited Liability Company Law, hereby adopt the following Certificate of Formation for a limited liability company:

ARTICLE I. NAME

The name of the limited liability company is SinSep Designs, LLC (hereinafter the "Company").

ARTICLE II. DURATION

The Company's period of duration shall be perpetual from the date of organization until and unless the Company is dissolved and its affairs wound up in accordance with its Company Agreement and applicable law.

ARTICLE III. PURPOSE

The Company is organized for the following purposes:

1. to engage in the services of software creation and application and any other ancillary services, on its own behalf or representing such other companies or entities as it may from time to time choose to represent;
2. to borrow money and issue notes and other evidences of indebtedness, and to secure the payment or performance of its obligations by mortgage, deeds of trust, pledge, or otherwise;
3. to lend money with or without security, including but not limited to the security of mortgages, deeds of trust, pledges, or other hypothecations of real and personal property;
4. to draw, make, accept, endorse, discount, execute or issue promissory notes, drafts, bills of exchange, warrants, and other negotiable or transferable instruments;
5. to enter into and make, perform and carry out contracts of every kind and description made for lawful purposes, without limit as to amount, with any person, firm, association, limited liability company, or corporation, either public or private;
6. to have one or more offices and to carry on all or any of the objects and purposes herein enumerated, and to conduct the business of the Company in any of the states of the United States of America, the District of Columbia, the territories of the United States, and foreign countries;
7. to do business under fictitious or assumed names; to act as agent or principal; to become a member of a limited liability company, joint venture, association, general or limited partnership, trust, or any other form of business organization, or a stockholder in a corporation, by purchase, investment, affiliation or otherwise; and
8. to carry on any other lawful business permitted by Alabama law and to perform all

acts in furtherance thereof.

ARTICLE IV. REGISTERED OFFICE AND REGISTERED AGENT

The location of the initial registered office and mailing address shall be 162 Bristol Lane, Birmingham, AL 35242. The name of the initial registered agent at such address shall be c/o Chad J. Sepulvado.

ARTICLE V. INITIAL MEMBERS

The names and addresses of the initial members of the Company are as follows:

<u>Name:</u>	<u>Address:</u>
Chad J. Sepulvado	162 Bristol Lane Birmingham, AL 35242
Peter M. Sinibaldi	1419 Oak Meadow Point New Port Richey, FL 34655

ARTICLE VI. ADDITIONAL MEMBERS

Additional members may be admitted at such times and upon such terms and conditions as provided in the Limited Liability Company Agreement.

ARTICLE VII. EFFECT OF CESSATION OF MEMBERSHIP

The cessation of membership of one or more members will not result in the dissolution of the Company except as provided in the Company Agreement and as required by applicable law.

ARTICLE VIII. MANAGEMENT

The Company shall be member managed. The name and address of the members who shall serve until their successors are elected and qualified is as follows:

<u>Name:</u>	<u>Address:</u>
Chad J. Sepulvado	162 Bristol Lane Birmingham, AL 35242
Peter M. Sinibaldi	1419 Oak Meadow Point New Port Richey, FL 34655

ARTICLE IX. INDEMNITY

1. Right to Indemnity. Every person who was or is a party, or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person to whom he is the legal representative is or was a member of the Company, or is or was serving at the request of the Company as a manager of another limited liability company, or as a director, officer or representative in a corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Alabama from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right, which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such members or representatives may have or hereafter acquire, and, without limiting the generality of such

statement, they shall be entitled to their respective rights of indemnification under any operating agreement or other agreement, vote of members, provision of law, or otherwise, as well as their rights under this Article.

2. Expenses Advanced. Expenses of members incurred in defending a civil or criminal action, suit or proceeding by reason of any act or omission of such members acting as a member shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of any undertaking by or on behalf of the member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.


3. Operating Agreement; Insurance. Without limiting the application of the foregoing, the members may adopt a provision in the operating agreement from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Alabama, and may cause the Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a member of the Company, or who is or was serving at the request of the Company as a member or manager of another limited liability company, or as its representative in a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Alabama, whether or not the Company would have the power to indemnify such person.

4. The indemnification and advancement of expenses provided in this Article shall continue for a person who has ceased to be a member, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X. RETURN OF CONTRIBUTIONS

A member may receive return for his contribution to capital as provided in the Company Agreement and as required by applicable law.


IN WITNESS WHEREOF, the undersigned members have executed these Articles of Organization on this, the 4th day of December 2015.



Chad J. Sepulvado, Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public in and for said State of Alabama, personally appeared Chad J. Sepulvado, who is known to me, and executed the foregoing instrument voluntarily the day the same bears date.

SWORN TO AND SUBSCRIBED TO before me and my official seal of office on this the 4th day of December 2015.

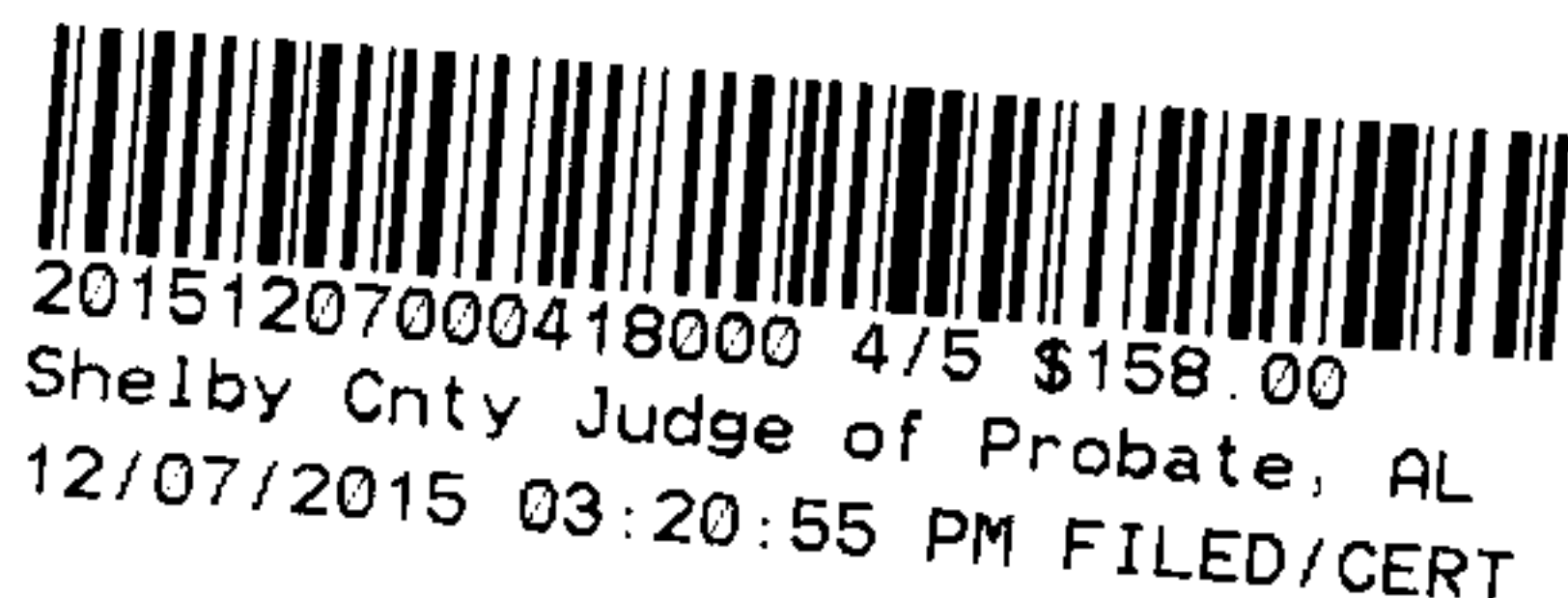
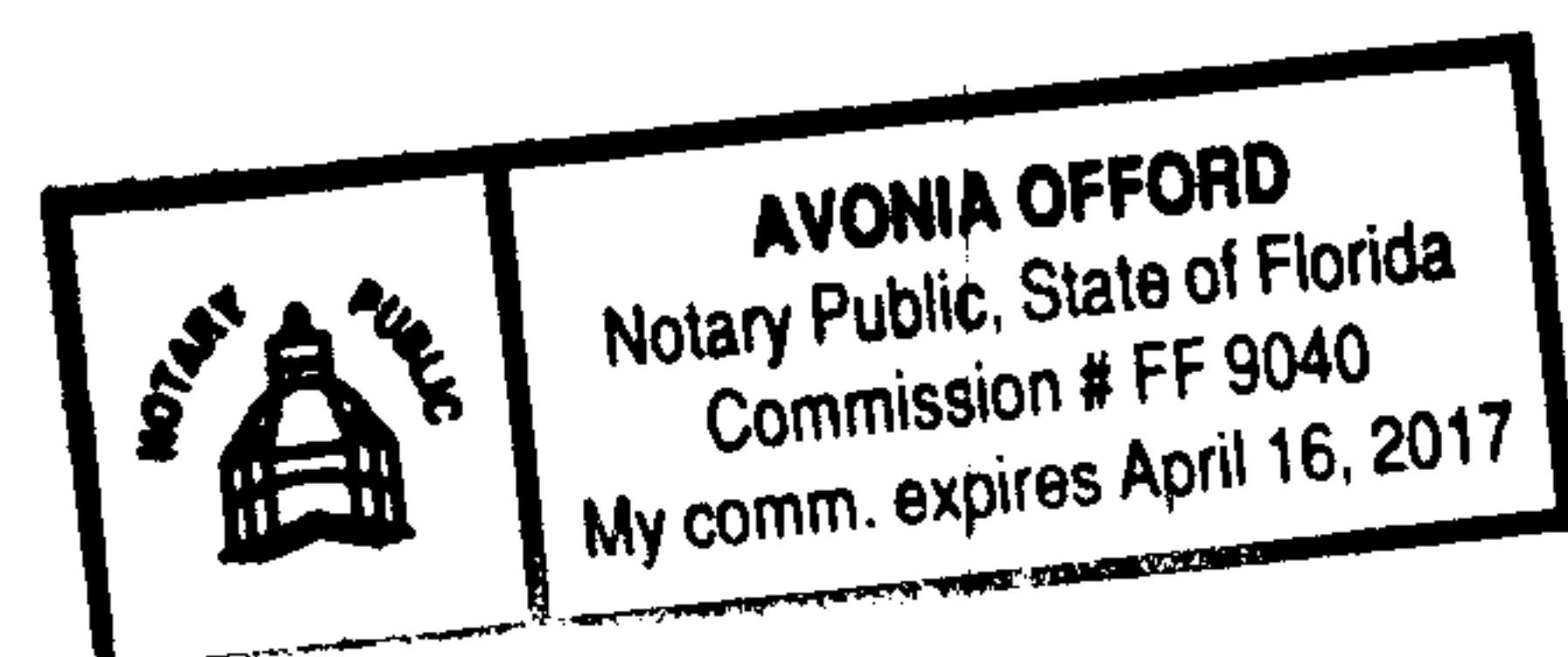

Notary Public


20151207000418000 3/5 \$158.00
Shelby Cnty Judge of Probate, AL
12/07/2015 03:20:55 PM FILED/CERT

CASSANDRA BROOKS My Commission Expires
Notary Public, Alabama State At Large
My Commission Expires May 16, 2017
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2015.
Peter M. Sinibaldi, Member

Notary Public
My Commission Expires 4/16/17



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John H. Merrill
Secretary of State

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:

SinSep Designs, LLC

This name reservation is for the exclusive use of Chad Sepulvado, 162 Bristol
Lane, Birmingham, AL 35242 for a period of one year beginning November 12,
2015 and expiring November 12, 2016



20151207000418000 5/5 \$158.00
Shelby Cnty Judge of Probate, AL
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RES706454

**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.**

November 12, 2015

Date

J. H. Merrill

John H. Merrill

Secretary of State