

CERTIFICATE OF FORMATION AND COMPANY AGREEMENT

OF

KERRERA LLC

**ARTICLE I.
Corporate Seal**

Section I.1 Seal. The corporate seal shall have inscribed thereon the name of the LLC and the words "Corporate Seal".

**ARTICLE II.
LLC Formation and Purpose**

Section II.1 LLC Formation and Purpose. Kerrera LLC is an Alabama LLC (hereinafter, the "LLC") consistent with the laws, regulations and codes for LLCs in the State of Alabama. The LLC was formed for the purpose of:

- a. Strategic and business ventures in the healthcare and technology industries; and
- b. Conducting other business as determined by the Board of Directors and allowed by law.

**ARTICLE III.
Ownership, Management, Principle Address, and Initial Capital Funding**

Section III.1 Ownership. The LLC is 100% owned by the following individual who shall serve as President, CEO and Chairman of the Board of Directors.

Tom R. McDougal, Jr.
253 Cahaba Oaks Trail
Indian Springs Village, AL 35124

Section III.2 Management. The initial Board Director shall be:

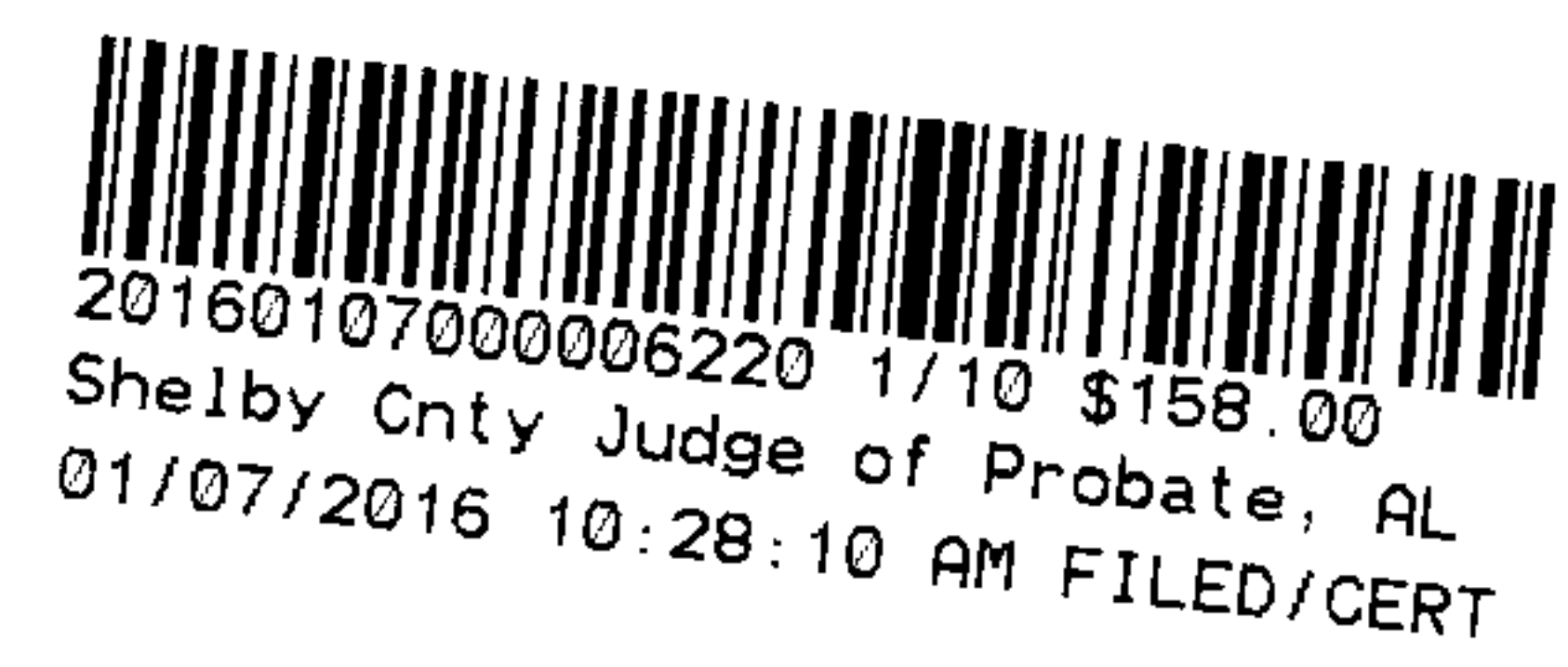
Tom R. McDougal, Jr.
253 Cahaba Oaks Trail
Indian Springs Village, AL 35124

Section III.3 Principle Address. The initial principle address for the LLC shall be:

253 Cahaba Oaks Trail
Indian Springs Village, AL 35124

Section III.4 Initial Capital Contribution. The initial capital contribution funding for the LLC shall be:

\$1,000 (100%) by Tom R. McDougal, Jr.



ARTICLE IV Stockholders' Meetings

Section IV.1 Place.

All meetings of the Stockholders shall be held at the principal office of the LLC in the State of Alabama or at such other place within or without the State of Alabama as may be determined by the Board of Directors and as may be designated in the notice of such meeting.

Section IV.2 Time of Annual Meeting.

(a) The annual meeting of the Stockholders, beginning with the year 2016, shall be held in December each year, at a specific date and time as agreed by the Board of Directors, for the purpose of electing a Board of Directors and transact such other business as may be properly brought before the meeting.

Section IV.3 Quorum.

The holders of a majority of the common stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum, except as otherwise provided by law, but in no event shall a quorum consist of less than one-third of the votes entitled to be cast on the matter, therefore, if shareholders withdraw after a meeting or vote has been convened so that less than one-third of those shareholders entitled to vote are present, the quorum will be broken and no vote may be counted. If, the required quorum shall not be present or cease to be represented at any meeting of the Stockholders, the Stockholders of common stock entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting without notice, provided, however that required notice must be reissued prior to any subsequent meeting.

Section IV.4 Vote, Proxy.

At such meeting of the Stockholders, every Stockholder entitled to vote shall have one vote for each share of stock having voting rights in his name on the books of the LLC at the election of Directors and upon the demand of any Stockholder, the vote upon any question before the meeting shall be by ballot. All elections shall be had and all questions decided by a majority vote of the common stock represented at the meeting, provided that a quorum is present, except as otherwise provided by law or specifically provided in these Bylaws, but in no event shall a quorum consist of less than one-third of the votes entitled to be cast on the matter, therefore, if shareholders withdraw after a meeting or vote has been convened so that less than one-third of those shareholders entitled to vote are present, the quorum will be broken and no vote may be counted.

A Stockholder may vote his shares through a proxy appointed by a written instrument signed by the Stockholder or by his duly authorized attorney-in-fact and delivered to the secretary of the meeting.

Section IV.5 Notice of Annual Meeting.

Notice of the annual meeting, may be made in writing, including facsimile and must include a statement as to the place, day and hour of the meeting. Such notice shall be given to each Stockholder entitled to vote at his address as it appears on the stock transfer books of the LLC. Such list of shareholders must be made available to all shareholders who desire to inspect or copy said list. Such notice shall be given not less than 10 days nor more than 50 days before the date of the meeting. No publication of the notice of meeting shall be required. Except as otherwise required by law notice need not be given of any adjourned meeting.

Section IV.6 Special Meetings, How Called.

Special meetings of the Stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman of the Board, the President or Board of Directors and shall be called by the President at the request in writing of Stockholders owning not less than ten percent of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and delivered to the LLC's President or Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held, who shall, within 21 days of the receipt of such demand, cause notice to be given of the meeting to be held within 10 days following the notice prescribed in the applicable Alabama Code.

Section IV.7 Special Meetings, Notice.

(a) Written notice of a special meeting of the Stockholders stating the time and place and object thereof shall be given not less than ten days nor more than fifty days before such meeting to each Stockholder entitled to vote. If notice is mailed it should be directed to the Stockholder's address as it appears on the stock book. Notice may also be given via facsimile transmission.

(b) The stock or bonded indebtedness of this LLC shall not be increased at the meeting unless thirty days' notice of such meeting shall have been given to each Stockholder in the manner prescribed in ARTICLE III Section 2.5 of these Bylaws.

Section IV.8 Waiver of Notice.

A Stockholder or Director may waive the notice of meeting by attendance, either in person or by proxy, at the meeting, or by so stating in writing, either before or after such meeting. Attendance at a meeting for the express purpose of objecting that the meeting was not lawfully called or convened shall not, however, constitute a waiver of notice.

Section IV.9 Special Meetings, Limitations.

Business transacted at all special meetings shall be confined to the objects stated in the notice.

ARTICLE V Directors

Section V.1 Number of, Term of Office, Removal.

The property and business of this LLC shall be managed by its Board of Directors, with no less than one director but not more than five in number. Except as herein provided, the number of Directors may be increased or decreased from time to time by an amendment to these Bylaws. Vacancies on the Board of Directors resulting from an increase in the number shall be filled by the Stockholders at the next regular annual meeting. The Directors shall be elected at the annual meeting of the Stockholders and will serve until that Director's retirement from the board or by removal. Any Director or Directors may be removed at any time by the affirmative vote of the holders of two-thirds of all the issued and outstanding voting stock of the LLC.

Section V.2 Powers.

In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the LLC and do all such lawful acts and things as are not by statute or Articles of Organization or by these Bylaws directed or required to also be exercised or done by the Stockholders.

Section V.3 Compensation.

Directors, and members of any committee of the Board of Directors, shall be entitled to such reasonable compensation for their services as Directors and members of any such committee as shall be fixed from time to time by resolution of the Board of Directors, and shall also be entitled to reimbursement for any reasonable expenses incurred in attending such meetings. Any Director receiving compensation under these provisions shall not be barred from serving the LLC in any other capacity and receiving reasonable compensation for such other services.

Section V.4 Qualification.

Directors need not be Stockholders of the LLC.

Section V.5 Vacancies.

In case there are vacancies on the Board of Directors, the stockholders may fill that vacancy by an affirmative vote of a majority of voting stock of the LLC.

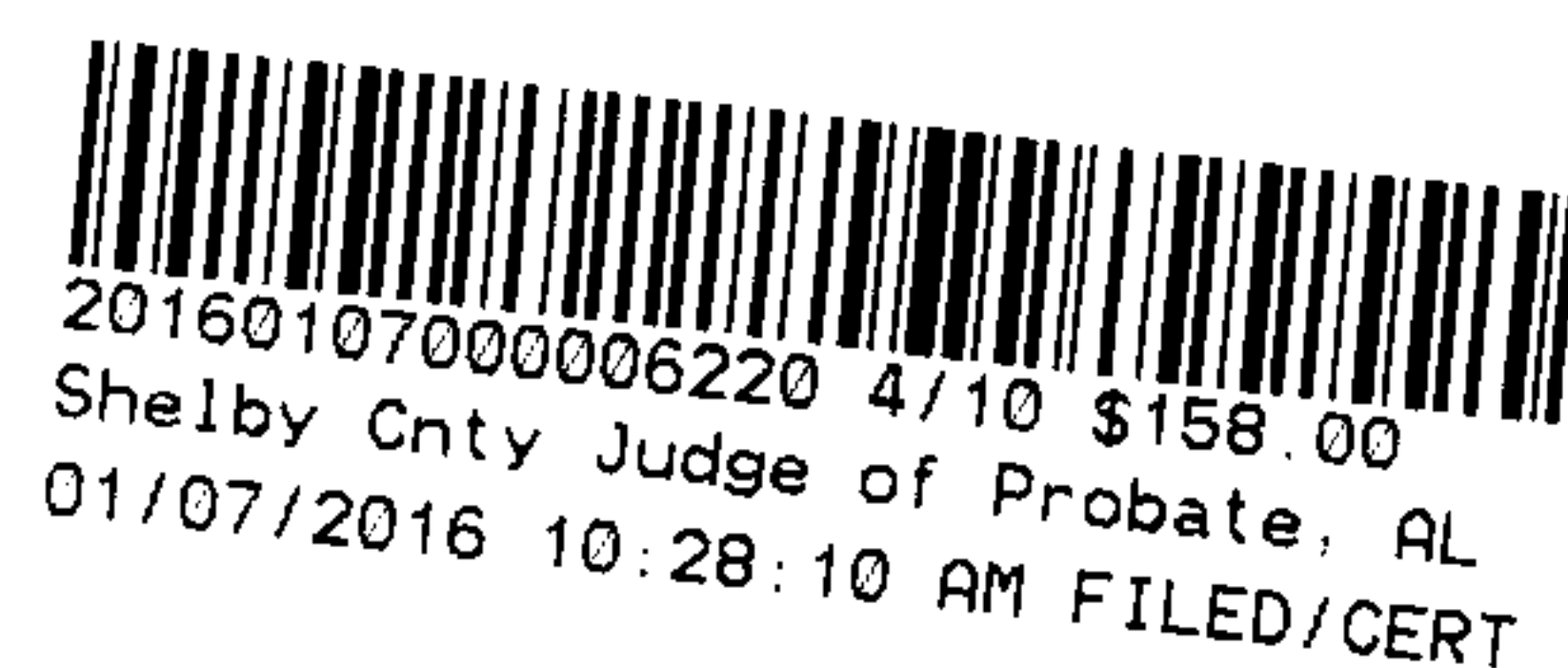
Section V.6 Director Liability.

No director shall be personally liable to the LLC or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provide by applicable law, (i) for breach of the director's duty of loyalty to the LLC or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) pursuant to Section 174 of the Alabama General LLC Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the LLC for or with respect to any acts or omissions of such director occurring prior to such amendment.

Section V.7 Indemnification.

(a) The LLC shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals, (other than an action by or in the right of the LLC) by reason of the fact that he is or was a director, officer, employee or agent of the LLC, or is or was serving at the request of the LLC as a director, officer, partner, employee or agent of another LLC, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the LLC, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the LLC, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The LLC shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the LLC to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the LLC, or is or was serving at the request of the LLC as a director, officer, partner, employee or agent of another LLC, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and



reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the LLC and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the LLC unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the LLC has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the LLC only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to such claim, action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the LLC in advance of the final disposition of such claim, action, suit or proceeding as authorized in the manner provided in subsection (d) upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if and to the extent that it shall ultimately be determined that he is not entitled to be indemnified by the LLC as authorized in this section.

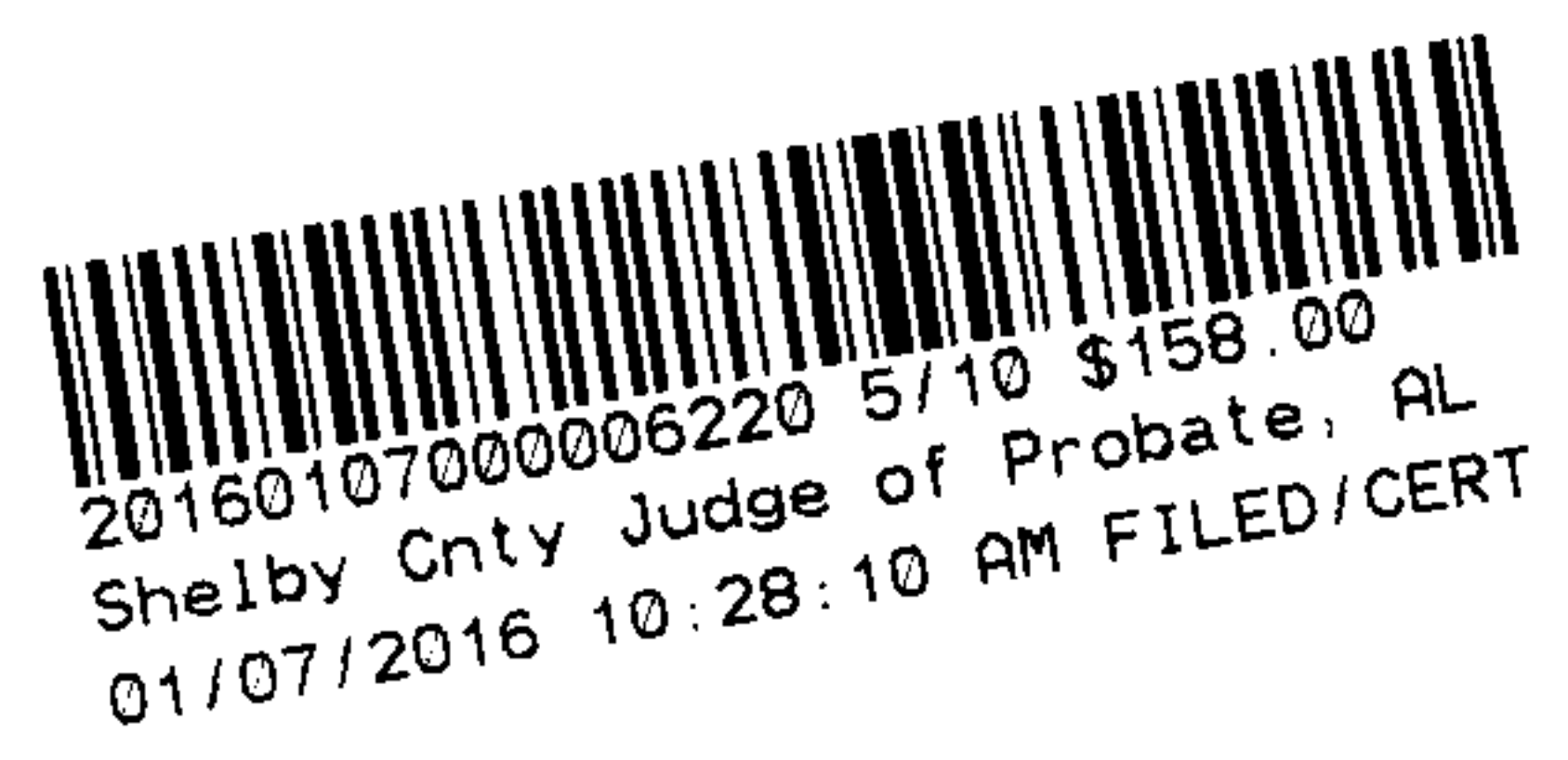
(f) The indemnification authorized by this section shall not be deemed exclusive of and shall be in addition to any other rights (whether created prior or subsequent to the enactment of this section) to which those indemnified may be entitled under any statute, rule of law, provision of articles of incorporation, by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The LLC shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the LLC, or is or was serving at the request of the LLC as a director, officer, partner, employee or agent of another LLC, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the LLC would have the power to indemnify him against such liability under the provisions of this Section.

ARTICLE VI

Meetings of the Board of Directors

Section VI.1 Regular Meetings.



Regular meetings of the Board may be held with or without notice, at such time and place, whether within or without the State of Alabama, as shall from time to time be determined by the Board.

Section VI.2 Special Meeting.

Special meetings of the Board may be called by the Chairman of the Board, the President or Vice President on no less than seven day's notice to each Director; special meetings shall be called by the Chairman of the Board, the President or Vice President on like notice upon the written request of two Directors.

Section VI.3 Quorum.

A majority of the Directors in office, but in no event shall a quorum consist of less than one-third of the Directors, therefore, if a Director withdraws after a meeting or vote has been convened so that less than one-third of the Directors entitled to vote are present, the quorum will be broken and no vote may be counted. If, the required quorum shall not be present or cease to be represented at any meeting of the Directors, the Directors present in person or by proxy, shall have power to adjourn the meeting without notice, provided, however that required notice must be reissued prior to any subsequent meeting.

ARTICLE VII Officers

Section VII.1 General.

The officers of the LLC shall be a Chairman of the Board, and a President. In addition there may be such subordinate officers as the Board of Directors may deem necessary. Directors may hold more than one officer title of the LLC. Initially, Tom McDougal shall serve as President, Chairman of the Board, and Managing Director until such time that the Board of Directors elect one or more individuals to serve in one of more of the officer positions.

Section VII.2 How Chosen, Term, Removal.

The President and Chairman of the Board can only be removed from office, with or without cause, at any time by the affirmative vote of two-thirds of the outstanding voting stock of the LLC. Any officer, except President and Chairman of the Board, may be removed from office, with or without cause, at any time by the vote of a majority of the Board of Directors then in office.

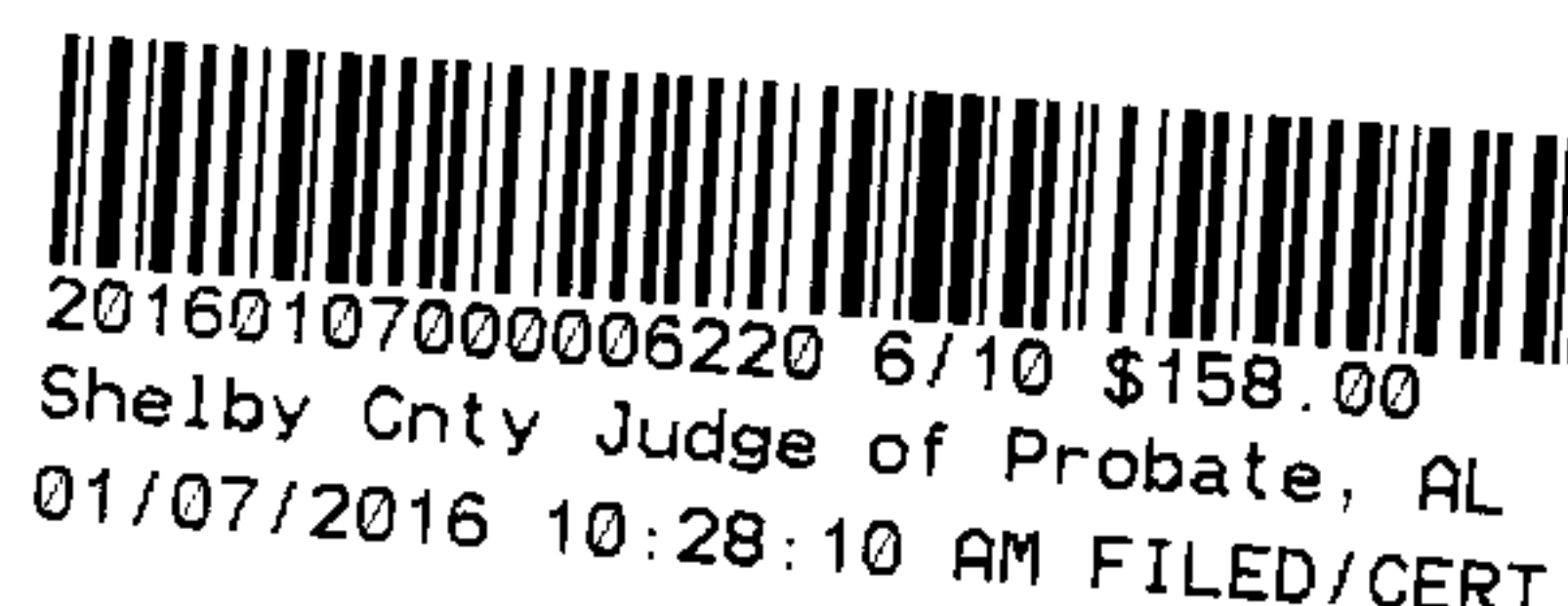
Section VII.3 Compensation.

The Compensation of all officers of the LLC shall be fixed by the Board of Directors.

Section VII.4 The Chairman of the Board.

The Chairman of the Board shall preside at all meetings of the Stockholders and the Board of Directors. Except where by law, the signature of the President is required, the Chairman shall possess the same power as the President to sign all certificates, contracts and other instruments of the LLC, which may be authorized by the Board of Directors. The office of the Chairman of the Board shall remain vacant unless affirmatively filled by the Board of Directors as provided in Section 5.2. If the office of the Chairman of the Board is not affirmatively filled by the Board of Directors, then the duties incident thereto shall be performed by the President.

Section VII.5 The President.



(a) The President shall be the executive officer and have general supervision of the affairs of the LLC. He shall in the absence of the Chairman of the Board preside at all meetings of the Stockholders and Directors. He shall see that orders and resolutions of the Board are carried into effect and shall perform such other duties as are incident to his office or required of him by the Board of Directors.

(b) The President shall execute bonds, mortgages, and all other contracts requiring a seal, under the seal of the LLC, as authorized by the Board of Directors.

(c) The President shall conduct all operational business elements of the LLC including those functions typically performed by the Treasurer, Chief Financial Officer, or Secretary of corporations in the State of Alabama.

ARTICLE VIII

Vacancies, How Filled

Section VIII.1 Vacancies.

Any vacancy in an office from any cause may be filled for the unexpired portion of the term by the Board of Directors.

ARTICLE IX

Duties of Officers May Be Delegated

Section IX.1 Duties of Officers May Be Delegated.

In case of the absence of any officer of the LLC, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers and duties, or any of them, of such officer, to any other officer or to any Director.

ARTICLE X

Alabama Office

Section X.1 Alabama Office.

The LLC shall at all times maintain a principal office in the State of Alabama, and an agent thereat and a stock book or a duplicate stock book of the LLC shall be kept at such office. If the meetings of the Stockholders are held without the State of Alabama, it shall be the duty of the Board of Directors to appoint an agent at the principal place of business of the LLC in Alabama and it shall be the duty of the President or Secretary of the LLC to certify, under the seal of the LLC, the location of such principal office in the State of Alabama, and the name and the residence, within the State of Alabama, of such agent, which certificate shall be filed in the office of the Secretary of the State of Alabama and in the office of the Judge of Probate. A like certificate shall be made and filed as often as there is a change of such agent. It shall be the duty of the Secretary of the LLC to deposit with said agent, and of said agent to keep at said principal office in Alabama, copies of the proceedings of Stockholders' and Directors' meetings held within and without the State of Alabama.

ARTICLE XI

Dividends

Section XI.1 Dividends.

Subject always to the provisions of law, specifically, the Alabama Code, and the Articles of Organization, the Board of Directors shall have full power to determine whether any, and if so, what part, of the funds legally available for the payment of dividends shall be declared dividends and paid to the Stockholders of the LLC. The Board of Directors may fix a sum which may be set aside or reserved over and above the paid-in capital of the LLC for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish and vary such funds in the Board's absolute judgment and discretion.

ARTICLE XII

Corporate Action

Section XII.1 Depositories.

(a) The Board of Directors shall select banks, or other depositories in which all funds of the LLC not otherwise employed shall, from time to time, be deposited to the credit of the LLC.

(b) The Board of Directors shall designate an officer or officers to sign all checks or demands for money and notes of the LLC.

(c) All checks exceeding \$10,000.00 shall be countersigned by at least two officers, if there is more than one person serving as an officer, of the LLC designated to sign checks or demands for money and notes of the LLC.

Section XII.2 Corporate Securities, How Voted

Unless otherwise ordered by the Board of Directors, the President shall have full power and authority on behalf of the LLC to attend and to act and to vote at any meeting of the security holders of other LLCs in which the LLC may hold securities. At such meeting the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities.

Section XII.3 Fiscal Year.

The Board of Directors shall determine the fiscal period upon which the basis of which the company shall set up its accounting system and report its income for tax purposes.

Section XII.4 Financial Statement.

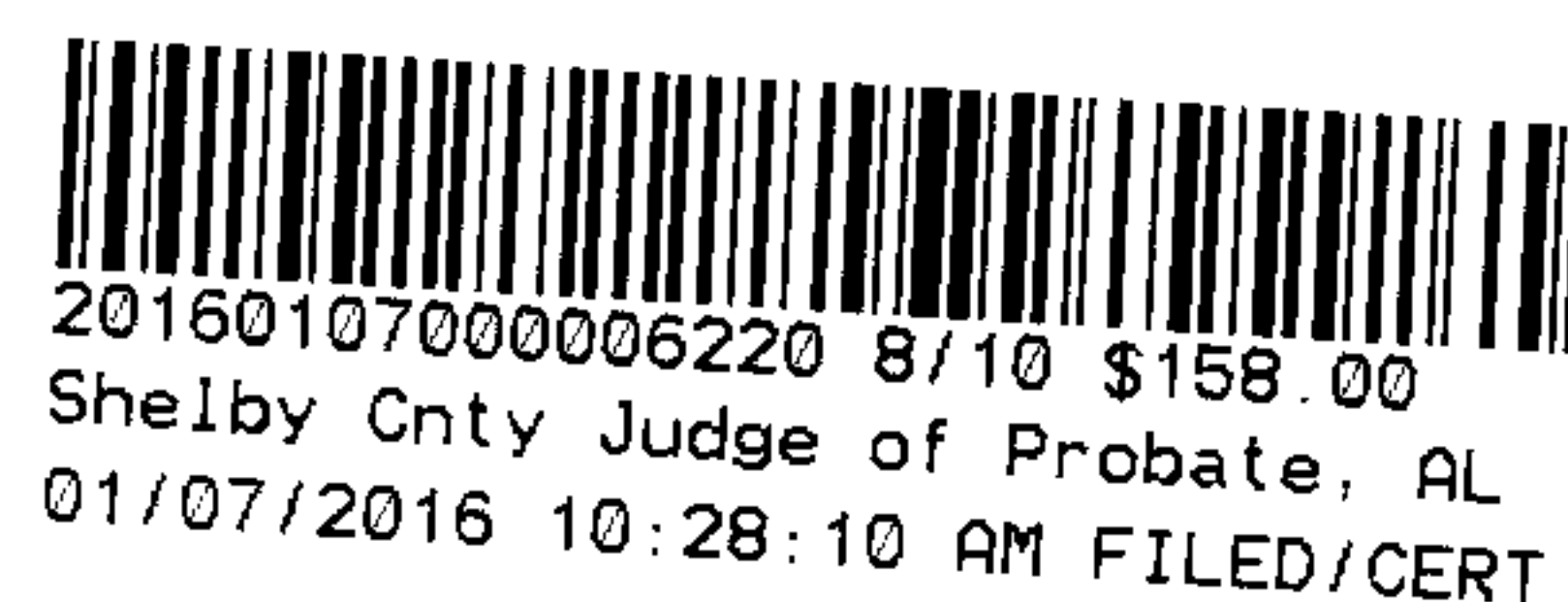
The Board of Directors shall present to the Stockholders at their annual meeting a full and clear statement of the business and condition of the LLC.

ARTICLE XIII

Amendments to Bylaws

Section XIII.1 Amendment to Bylaws.


The Board of Directors shall have the power to amend, alter or repeal these Bylaws, and to adopt new Bylaws, from time to time by vote of a majority constituting a quorum of the whole Board as then constituted, but in no event shall a quorum consist of less than one-third of the Directors, therefore, if a Director withdraws after a meeting or vote has been convened so that less than one-third of the Directors entitled to vote are present,



the quorum will be broken and no vote may be counted. Notice of the proposal to make, alter, amend or repeal the Bylaws must be included in the notice of the Directors' meeting at which such takes place. At the next Stockholders' meeting following such action by the Board of Directors, the Stockholders by the affirmative vote of the holders of two-thirds of all the issued and outstanding voting stock of the LLC shall have power to alter or repeal Bylaws newly adopted by the Board of Directors, or to restore to their original status Bylaws which the Board may have altered or repealed, and the notice of such Stockholders' meeting shall include notice that the Stockholders will be called on to ratify the action taken by the Board of Directors with regard to the Bylaws.

By: *TRM 01-04-16* (Electronic Signature)
Tom R. McDougal, Jr.
Stockholder and Director

DATED: January 4, 2016


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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**

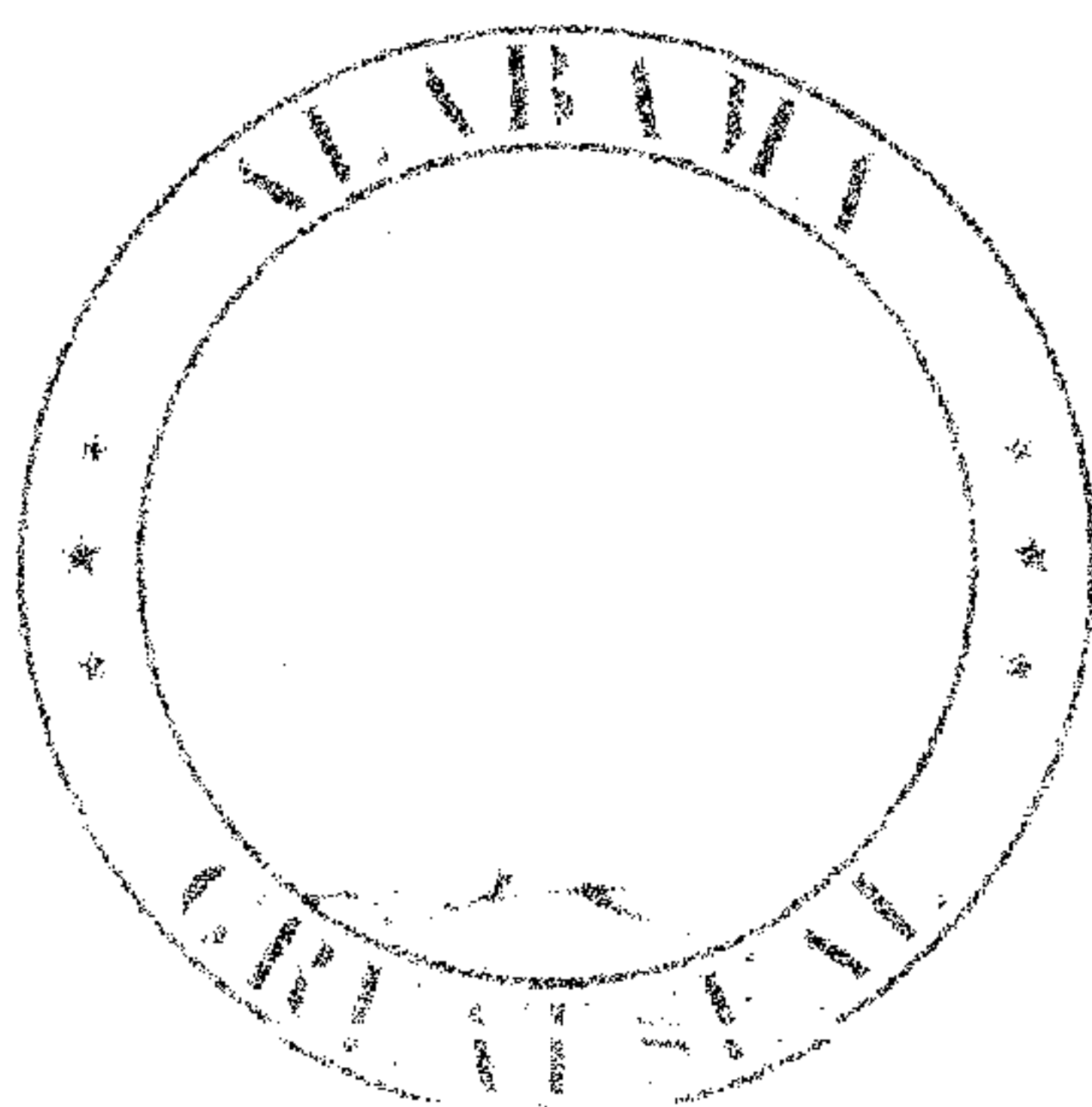
pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Kerrera LLC

This name reservation is for the exclusive use of Tom McDougal, 22 Inverness
Center Pkwy, Suite 160, Birmingham, AL 35242 for a period of one year
beginning January 04, 2016 and expiring January 04, 2017



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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 04, 2016

Date

J. H. Merrill

RES710387

John H. Merrill

Secretary of State