CERTIFICATE OF FORMATION AND COMPANY AGREEMENT

OF

Forge Frame LLC

20190205000037370 1/8 $159.00
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ARTICLE I.
Corporate Seal

Section 1.1 **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 2.1 **LLC Formation and Purpose**. Forge Frame 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, Stockholders, Registered Agent, Management, Principal Address, and Initial Capital Funding

Section 3.1 **Ownership and Stockholders.** The LLC is owned by the following individuals or corporations that own stock in the LLC.

Tom R. McDougal, Jr. CEO (70% Ownership and 700 Shares)
Kerrera LLC
253 Cahaba Oaks Trail
Indian Springs Village, AL 35124

Kelsey Wyrosdick, CEO (15% Ownership and 150 Shares)
six10tech, LLC
2800 Riverview Road, Apt 1138
Birmingham, AL 35242

Eswaran Arumugam (15% Ownership and 150 Shares)
Yaa Creations No.108 Marutham Paradise Apartment's,
1st floor, E-Type, Vallalar 2nd Street,
Vaigai Nagar, Urapakkam, Chennai -603210

Section 3.2 **Management and Board of Directors**. The initial Board of Directors and Officers shall be:

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

Kelsey Wyrosdick, Vice President - Operations
six10tech, LLC
2800 Riverview Road, Apt 1138
Birmingham, AL 35242

Eswaran Arumugam, Vice President - Development
Yaa Creations No.108 Marutham Paradise Apartment's,
1st floor, E-Type, Vallalar 2nd Street,
Vaigai Nagar, Urapakkam, Chennai -603210

Section 3.3 Registered Agent. The Registered Agent for the LLC shall be:

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

Section 3.4 **Principal Address**. The initial principal address for the LLC shall be:

253 Cahaba Oaks Trail
Indian Springs Village, AL 35124

Section 3.5 **Initial Capital Contribution**. The initial capital contribution funding for the LLC shall be:

$5,000 Total Initial Capital Contribution
$3,500 (70%) by Kerrera LLC
$750 (15%) by six10tech, LLC
$750 (15%) by Yaa Creations

ARTICLE IV
Stockholders' Meetings and Board of Director Meetings

Section 4.1 **Stockholders and Board of Directors**

The Stockholders shall act as the Board of Directors until such time or in such instances that the LLC adds Stockholders that are not members of the Board of Directors or that the LLC adds Board Members that are not Stockholders. In the event of such instances, the meetings of the Stockholders and the Board of Directors shall be split to two different meetings and Article IV and Article V shall then apply to both meetings.

Section 4.2 **Board of Directors.**

LLC shall be managed by its Board of Directors. 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 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.

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Section 4.3 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 4.4 Compensation.

Directors, and members of any committee of the Board of Directors, may be entitled to such reasonable compensation for their services by resolution of the Board of Directors. 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 4.5 Qualification.

Directors need not be Stockholders of the LLC and Stockholders need not be Directors.

Section 4.6 Vacancies.

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

Section 4.7 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 provided 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/her 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 4.8 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/her 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,

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and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her 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/her 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/her section.

(f) The indemnification authorized by this/her 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/her 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/her 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

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against any liability asserted against him and incurred by him in any such capacity or arising out of his/her status as such, whether or not the LLC would have the power to indemnify him against such liability under the provisions of this/her Section.

ARTICLE V
Meetings of the Board of Directors and Shareholders

Section 5.1 Regular Meetings.

Regular meetings of the Board may be held upon seven days' notice to each Director, at such time and place, whether within or without the State of Alabama, as shall from time to time be determined by the Board. The annual meeting of the Board of Directors shall occur in January of each calendar year.

Section 5.2 Special Meeting.

Special meetings of the Board may be called by the CEO on no less than seven days' notice to each Director. Additionally, special meetings shall be called upon the written request of two Directors to the CEO.

Section 5.3 Quorum.

A majority of the Directors in office constitutes a Quorum. If a Director withdraws after a meeting or vote has been convened so that less than one-half 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 VI
Alabama Office

Section 6.1 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.

Section 6.2 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.

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ARTICLE VII
Corporate Action

Section 7.1 Required Approvals

All corporate actions of the Board of Directors of the LLC require a minimum two-thirds vote of the shares held of the individual Board of Directors. Each Director shall have one vote for each outstanding share held by that Director.

Section 7.2 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 the CEO to sign all checks or demands for money and notes of the LLC.

(c) The Board of Directors shall appoint the CEO to manage all budgets, cash, and expenses of the LLC and to attend to the daily and operational duties of the LLC.

(d) All checks exceeding $100,000.00 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 7.3 Debt and Assets

All assets or debt instruments selected, acquired, disposed, or sold by the LLC require an affirmative vote of Directors representing at least Sixty Five Percent (65%) of the outstanding stock of the Board of Directors.

Section 7.4 Corporate Securities, How Voted

Unless otherwise ordered by the Board of Directors, the CEO 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 CEO shall possess and may exercise any and all rights and powers incident to the ownership of such securities.

Section 7.5 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. Unless altered, the Fiscal Year shall begin January 1.

Section 7.6 Financial Statement.

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

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ARTICLE VIII
Amendments to Bylaws

Section 8.1 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 of the Board of Directors holding no less than Sixty Five Percent (65%) of the outstanding stock of the LLC.

This Certificate of Formation is hereby agreed to and ratified by the below Shareholders and Directors on January 5, 2019.

By: Tom R. McDougal, Jr, Stockholder and Director

Signature _____

Date __January 5, 2019_____

By: Kelsey Wyrosdick, Stockholder and Director

Signature __Kelsey Wyrosdick_____

Date __January 7, 2019_____

By: Eswaran Arumugam, Stockholder and Director

Signature _____A. Eswar_____

Date __January 9, 2019_____

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DATED: January 5, 2019

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:

Forge Frame LLC

This name reservation is for the exclusive use of Tom McDougal, 253 Cahaba Oaks Trl, Indian Springs Village, AL 35124-3334 for a period of one year beginning January 07, 2019 and expiring January 07, 2020

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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.

RES823152

January 07, 2019

Date [redacted]

John H. Merrill **Secretary of State**