

STATE OF ALABAMA)
SHELBY COUNTY)

CERTIFICATE OF FORMATION
OF
BULB RECYCLE AND EQUIPMENT COMPANY, LLC
an Alabama limited liability company

Pursuant to the Provisions of *Section 10A-5-2.01, et seq., Code of Alabama (1975) as amended or replaced*, the undersigned, hereby adopts the following Certificate of Formation for the limited liability company:

ARTICLE I
NAME

The name of the limited liability company (the "COMPANY OR LLC") is Bulb Recycle and Equipment Company, LLC.

ARTICLE II
DURATION


The existence of the Company shall continue until terminated or dissolved in accordance with this its Certificate of Formation, its Company Agreement, or in accordance with the Alabama Business and Nonprofit Entities Code, as amended.

ARTICLE III
PURPOSES

The purpose of the Company is to provide lighting equipment recycling, service, installation, and sales and/or services which the Member(s) determine to be necessary or desirable, and to engage in any lawful business permitted under the laws of the State of Alabama. To engage in and to do everything necessary, proper, advisable or convenient for the accomplishment of such purposes, and all other things incidental to such purposes or in connection with such purposes that are not prohibited by law. In extension and not in limitation of the purposes specifically enumerated, the Company is authorized and empowered to engage in any lawful business in which limited liability companies may engage pursuant to, to-wit: the *Code of Alabama (1975)*, Section *10A-5-2.03* as the same may be amended, modified or replaced from time to time.

To carry out the purposes hereinabove set forth, the Company shall have and exercise all powers conferred on it by the laws of the State of Alabama, as amended from time to time, and shall further have the same powers as a natural person to do all things necessary or convenient to carry out its business affairs, including, without limitation, the following powers:

- (1) Sue, be sued, complain, and defend suit in its name.
- (2) Have and alter a seal and use the seal or a facsimile of it by impressing, affixing, or reproducing it.
- (3) Purchase, lease, contract for, or otherwise acquire, receive, own, hold, improve,


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sell, modify, use and deal in and with property or an interest in property.

(4) Construct, modify, renovate, or develop real property and modify improvements thereon.

(5) Sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of property.

(6) Incur liabilities, borrow money, issue notes, bonds, and other obligations which may be convertible into or include the option to purchase other securities or ownership interests in the Company, and secure any obligations, or the obligations of others for whom it can make guarantees, whether or not a guarantee is made, by mortgaging or pledging its property, franchises, or income.

(7) Maintain bank and depository accounts, lend money, invest funds, and receive and hold property as security for repayment, and to lend money to and otherwise assist its Member(s).

(8) Acquire its own bonds, debentures, or other evidences of indebtedness or obligations.

(9) Acquire its own ownership interests, regardless of whether redeemable, and hold the ownership interests as treasury ownership interests or cancel or dispose of the ownership interests.

(10) Do all and every thing necessary, suitable or proper for the accomplishment of any of the enumerated purposes or any other purpose which the members or manager(s) may deem advantageous for the Company, the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in conjunction with corporations, companies, firms or individuals, either as principals or as agents, and to do every act or acts, thing or things, incidental or pertinent to or growing out of or connected with the aforesaid objects, purposes or powers, or any of them.

(11) Transact any and all lawful business for which limited liability companies may be organized pursuant to the applicable laws of the state of organization as same may be amended from time to time.

(12) Be a promoter, organizer, owner, officer, partner, member, associate, or manager of an organization.

(13) Acquire, receive, own, hold, vote, use, pledge, and dispose of ownership interests in or securities issued by another person.

(14) Conduct its business, locate its offices, and exercise the powers granted by this title to further its purposes, in or out of this state.

(15) Lend money for any lawful purpose, and otherwise assist its managerial officials, owners, members, or employees as necessary or appropriate.

(16) Make contracts, guaranties, 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 interests 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.

(17) Elect or appoint officers, agents and representatives of the Company, establish the length of their terms, define their duties, and fix their compensation.

(18) Pay pensions and establish pension plans, pension trusts, profit sharing plans, share bonus plans, and incentive plans for managers, officers, owners, members, or employees or former managerial officials, owners, members, or employees.

(19) Indemnify a member, manager, or employee or former member, manager or employee of the limited liability company against expenses actually and reasonably 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 duties; to make any other indemnification that is authorized by the Certificate of Formation, 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.

(20) Qualify for and own any licenses and permits authorized by law to be held.

(21) Purchase, take, receive, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of its own shares or units with the right to purchase its own interests, shares or units, along with its interests, shares, or units, whether directly or indirectly, to the extent of its capital surplus available therefor.

(22) Adopt and amend documents for governing and managing the affairs of the Company subject to applicable law.

(23) Make donations for the public welfare or for charitable, scientific, or educational purposes.

(24) Voluntarily wind up its business and activities and terminate its existence.

(25) Transact business or take action that will aid governmental policy.

The foregoing clauses shall be construed as powers as well as purposes, and the matters expressed in each clause shall, except if otherwise expressly provided, be in no way limited by reference to or inference from the terms of any other clause, but shall be regarded as independent powers and purposes; and the enumeration of specific powers and purposes shall not be construed to limit or restrict in any manner the meaning of general terms or the general powers of the Company, nor shall the expression for one thing be deemed to exclude another not expressed, although it be of like nature. The Company shall be authorized to exercise and enjoy all other powers, rights and privileges granted by the State of Alabama and any other state in which the Company shall qualify to do business or do business, and all the powers conferred by all legislation heretofore or hereafter amendatory or of supplemental to the said legislation or the said laws; and the enumeration of certain powers as herein specified is not intended as exclusive of, or as a waiver of any of the powers, rights or privileges granted or conferred by the said laws now or hereafter in force; provided, however, that the Company shall not in any state, territory, district, possession or country carry on any business or exercise any powers which a company organized under the laws thereof could not carry on or exercise.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the Company and the enjoyment and exercise thereof conferred by the laws of the State of Alabama presently existing or as hereafter modified or enacted.

ARTICLE IV REGISTERED OFFICE AND AGENT

The location and mailing address of the current Registered Office of the Company is 120 Applegate Court, Pelham, AL 35124 The name of the Registered Agent for the Company is Tim Petro.

ARTICLE V MEMBERS OF THE COMPANY

The name and mailing address of the initial Member of the Company is:

Name

Tim Petro

2101 Longleaf Tr
Pelham AL 35243

Jennie O. Jones

318 Fox Hall Rd

Pike Rd AL

36064



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**ARTICLE VI
ADMISSION OF ADDITIONAL MEMBERS**

The Company shall have the right to admit additional Members, as follows:

- 6.1 Transfer or Assignment of Member's Interest. Except as otherwise provided in this Agreement, no Member may transfer and/or assign, in whole or in part, his or her LLC Membership Interest at any time. For purposes of this Agreement transfer shall mean sale, exchange, assignment, alienation, disposition, gift, pledge, hypothecation, encumbrance, or grant of security interest in the LLC Interest.
- 6.2 Consent to Transfer. No transfer or assignment of an LLC Membership Interest, or any part thereof, will be valid without the express written consent of all of the LLC Membership Interests, excluding the Member proposing to transfer or assign his or her LLC Interest. If an LLC Membership Interest is transferred or assigned without the consent of all of the LLC Membership Interests, the transferee shall have no rights in, nor may participate in, the management or operation of the business and affairs of the LLC nor have the right to become a Member of the LLC. Any transfer or assignment of an LLC Membership Interest without the proper consent shall only affect a transfer or assignment of the Member's Financial Interest, and the transferring Member shall still be bound to the terms of this Agreement. If a transfer or assignment does obtain the required consent, then the transferee shall be admitted as an additional Member pursuant to this Agreement, or in accordance with 7.3 herein.
- 6.3 Transfer to Family Members. For purposes of this section, the restriction on the transfer or assignment of an LLC Membership Interest shall not apply to transfers or assignments to a Member's immediate family, including his or her spouse, parents, siblings, and children, or a trust, corporation, or other entity controlled by the transferring Member, or in accordance with the Last Will and Testament of any Member.

**ARTICLE VII
AGENCY POWER OF MEMBERS**

- 7.1 The Members have general supervision, direction, and control of the business of the LLC. In addition, subject to the provisions of the state of organization's law, any limitations in this Certificate of Formation and the Company Agreement relating to actions requiring approval by all of the Members, the Members may make all decisions and take all actions on behalf of the LLC not otherwise provided for in this Agreement, including, but not limited to, the following:
- (a) select and remove all officers, agents, and employees of the LLC; prescribe any powers and duties for the Officers that are consistent with law, with the Articles of Organization, and with this Agreement; fix the Officers' or any Managing Member's compensation;
 - (b) change the principal business office from one location to another; qualify the LLC to do business in any State, territory, dependency, or country; conduct business within or outside the United States; and designate any place within the United States for the holding of any Members' or Managing Manager's meetings;

- (c) borrow money and incur indebtedness on behalf of the LLC, and cause to be executed and delivered for the LLC's purposes, in the LLC name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;
- (d) call a meeting, annual or special, of the Members at any time upon notification;
- (e) enter into, make, and perform contracts and agreements which bind the LLC that are necessary and appropriate in the ordinary course of business of the LLC;
- (f) open and maintain bank and investment accounts and designate authorized persons to sign checks or drafts or give instructions concerning those accounts;
- (g) maintain the assets of the LLC;
- (h) collect sums due and owing to the LLC;
- (i) pay the debts and obligations of the LLC;
- (j) acquire, use, and dispose of assets during the ordinary course of business;
- (k) to employ accountants, attorneys and other professionals necessary or appropriate to conduct the business of the LLC;
- (l) qualify for and own any licenses or permits authorized by law to be held.
- (m) establish, fund and pay for pension plans, profit sharing plans, bonus plans, and incentives for owners, Members, and/or employees.

7.2 Limitation on Powers. Except by the unanimous written agreement of the Members, a Member of the LLC shall not have the authority to:

- (a) enter into any agreement, contract, or commitment on behalf of the LLC which would obligate any Member to find additional capital, to guarantee a loan or to increase a Member's personal liability either to the LLC or to a third party;
- (b) materially alter the business of the LLC, deviate from any approved business plan of the LLC as set forth in this Agreement, or perform any action which would make it impossible to carry on the business of the LLC;
- (c) perform any action that is contrary to this Agreement;
- (d) place title to any LLC asset or property in the name of a nominee or sell, lease, pledge, hypothecate, or grant a security interest in any LLC asset or property, except in the ordinary course of business;
- (e) co-mingle LLC funds with the funds of any other person or entity;
- (f) confess a judgment against the LLC;
- (g) admit any person as a Member, except as otherwise provided in this Agreement;
- (h) attempt to dissolve the LLC, except as provided by the Revised and Modified Operating Agreement.

7.3 Standard of Care; Liability. Each Member shall exercise such powers and otherwise perform such duties in good faith, in the matters such Member believes to be in the best interests of the LLC, and with such care including reasonable inquiry, using ordinary prudence, as a person in a like position would use under similar circumstances. In performing the duties of a Member, a Member shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in which case prepared or presented by:

- (a) one or more Officers or employees of the LLC who the Member believes to be reliable and competent in the matters presented;

- (b) counsel, independent accountants, or other persons as to matters which the Member believes to be within such person's professional or expert competence.

ARTICLE VIII LIMITED LIABILITY COMPANY PROPERTY

Property may be acquired, held, and conveyed in the name of the Company. Any estate in real property may be acquired in the name of the Company and title to any estate so acquired shall vest in the Company itself rather than in the Members individually. All property originally contributed to the Company or subsequently acquired by the Company by purchase or otherwise is limited liability company property. A Member has no interest in specific limited liability company property. Title to property of the Company that is held in the name of the Company may be transferred by an instrument of transfer executed by any Member in the name of the Company.

ARTICLE IX COMPANY AGREEMENT

The Member(s) of the Company shall enter into a Company (Operating) Agreement to regulate or modify the affairs of the Company, the conduct of its business and internal affairs, and its relations with its Member(s). The Company Agreement may contain any provisions regarding the affairs of the Company and the conduct of its business that are not inconsistent with the laws of the State of Alabama or this Certificate of Formation. The Company Agreement shall be agreed to, in writing, by all of the Member(s). If Company Agreement does not provide for the method by which the Company Agreement may be amended, then such amendment shall be by written agreement of all of the Member(s) shall agree in writing to any amendment.

ARTICLE X MANAGEMENT AND CONTROL OF THE COMPANY

The business and affairs of the Company shall be managed and under the direction and control of the Member(s), who may appoint a Managing Member.

ARTICLE XI SHARING OF PROFITS AND LOSSES

- 11.1 Determination of Profits and Losses. Profits and losses shall mean net income and net loss as determined by the books and records of the LLC which shall be kept in accordance with generally accepted accounting principals and the Code.
- 11.2 Allocations. All items of income, revenues, deductions, gain, and loss shall be allocated pro rata in accordance with a Member's LLC Interest, except by agreement of all of the Members of the LLC.
- 11.3 Distributions. Distribution of LLC assets and property shall be made at such times and in such amounts as all of the Members determine subject to any restrictions in this Agreement.

**ARTICLE XII
CONTINUATION OF BUSINESS**


Upon the occurrence of an event of dissociation which could terminate the continued membership of a Member, the remaining Member(s) may continue the legal existence and business of the Company if (i) there is one or more remaining Members or a new Member is admitted; and (ii) each of the Member(s) consent in writing to the continuation of the business within ninety (90) days after the occurrence of the event of dissociation.

**ARTICLE XIII
RESTRICTION ON LIABILITY OF MEMBERS TO THIRD PARTIES**

Pursuant to the provisions of the Alabama Limited Liability Company Law, no Member(s) of the Company shall be liable or subject to a judgment, decree or order of a court or otherwise, or in any other manner for a debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other member, manager, agent, officer, representative or employee of the Company. A Member may be liable to creditors of the Company pursuant to a written agreement to make contributions or pay debts of the Company. A Member may become liable for obligations of the Company by reason of the Member's own acts or conduct beyond the scope authorized by the Company.

**ARTICLE XIV
AMENDMENTS**

Any amendment to this Certificate of Formation shall require the written agreement of all of the Members of the Company and any amendment shall comply with the requirements of the Company Agreement and the *Code of Alabama, 1975, as amended*, as same may be applicable. In the event that a conflict of terms between the Code aforesaid and the Company Agreement shall occur, then the *Code of Alabama* shall prevail. The Amendment shall be effective on the date and time of execution of the written Amendment Agreement.


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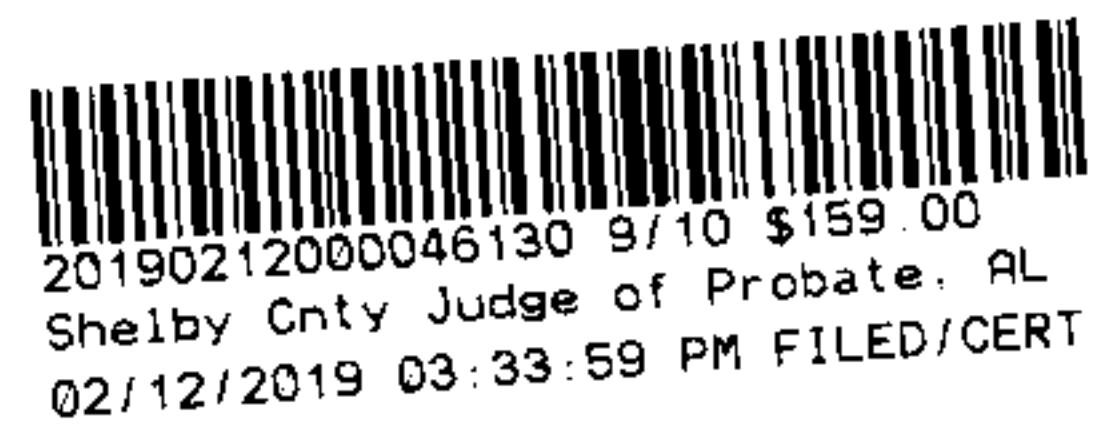
**ARTICLE XV
EXECUTION AND DATE**

Upon the execution of this Certificate of Formation by all of the present Member(s) of Bulb Recycle and Equipment Company, LLC, this Certificate of Formation shall become immediately effective. The execution and adoption of this document is done with a quorum of all Member(s) of the LLC being present and each approving this action.

IN WITNESS WHEREOF, the parties hereto as the initial members have caused this Certificate of Formation to be duly executed on 2/12/19 as hereinafter noted.



TIM PETRO (L.S.)



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:

Bulb Recycle and Equipment Company, LLC

This name reservation is for the exclusive use of Tim Petro, 6737 Taylor Circle,
Montgomery, AL 36117 for a period of one year beginning August 16, 2018 and
expiring August 16, 2019

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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.**

August 16, 2018

Date

J. H. Merrill

John H. Merrill

Secretary of State