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**STATE OF ALABAMA }
COUNTY OF BALDWIN }**

**CERTIFICATE OF FORMATION
OF
123ABC RENTALS, LLC,
An Alabama Limited Liability Company**

TO THE HONORABLE JUDGE OF PROBATE:

WHEREAS, the undersigned, on the day and date written herein below, do hereby organize **123ABC RENTALS, LLC**, an Alabama limited liability company, hereinafter referred to as the “COMPANY,” under and pursuant to the Alabama Limited Liability Law of 2014,” Section 10A-5A-1.01, et seq., Code of Alabama, 1975, as amended, hereinafter referred to in its entirety as the “ACT,” as said Act may be hereafter revised and amended.

AND WHEREAS, all owners of the Company, hereinafter referred to collectively as the “MEMBERS,” unanimously approved a resolution to adopt and properly record this organizational document, hereinafter referred to as the “CERTIFICATE,” together with a written agreement regarding the ownership and administration of the Company executed by all Members, said agreement hereinafter referred to in its entirety as the “COMPANY AGREEMENT,” and said Company Agreement shall be read in parti materia herewith.

WHEREFORE, the Members do hereby formally organize and adopt the following Certificate of Formation for the Company as follows, to wit:

**ARTICLE ONE
NAME OF THE COMPANY.**

The name of the Company shall be **123ABC RENTALS, LLC**, Limited Liability Company (LLC), hereinafter referred to as the “COMPANY,” and the Company formally adopts the provisions of the Act, as said Act may be hereafter revised and amended.

**ARTICLE TWO
DURATION OF THE COMPANY**

The duration for which the Company shall exist shall be perpetual or until dissolved in accordance with the provisions of the Act.

**ARTICLE THREE
PURPOSE AND POWERS**

1. The purpose for which the Company is formed is to own, operate, lease, develop, invest in, contract, and manage any lawful enterprise or transaction, whether or not for profit

invest in, contract, and manage any lawful enterprise or transaction, whether or not for profit, whatsoever in nature and wheresoever situated, that the Company may deem appropriate, necessary, or convenient to directly or indirectly improve or further the interests of the Company and its Members.

2. The Company shall have and be vested with all rights, powers, privileges and authority the Company may now or hereafter have or exercise under and pursuant to the Act and all other laws and statutes of the State of Alabama for or related to a limited liability company, together with any and all powers incidental thereto, which are or may be necessary to contract and carry out the Company's purpose.

3. All powers conferred upon the Company herein and by the Act, together with all powers incidental thereto, shall be liberally construed in favor of the Company in furtherance of its ability to conduct, promote, and attain any lawful business purpose, enterprise, or activity.

ARTICLE FOUR SERIES

1. The Company shall also be authorized to own, operate, lease, develop, invest in, and manage any one or more separate lawful enterprises or assets, hereinafter referred to generally as a "Series," whether or not for profit, in the Series' own name, in accordance with and subject to the provisions of the Company Agreement and Article 11 of the Act.

2. Any Series owned by the Company shall have the authority and capacity to, (i) sue and be sued, (ii) contract, (iii) hold and convey title to real, personal, and intangible property and other assets of the Series, (iv) grant liens and security interests in assets of the Series, and (v) engage in any other lawful purpose, enterprise, transaction or activity authorized by the Members and the Act.

ARTICLE FIVE PRINCIPAL OFFICE AND REGISTERED AGENT

1. The physical location and mailing address of the initial registered office of the Company shall be **16961 ALABAMA HIGHWAY 180, GULF SHORES, ALABAMA 36542**.

2. The registered agent for the Company at such address shall be **JESSICA JONES**.

3. The Company may hereafter designate such other offices, places, addresses, and persons as the members may hereafter designate from time to time.

ARTICLE SIX MANAGEMENT

1. The Company shall be managed by its Managers pursuant to the provisions of the Company's said Company Agreement.

2. The Company shall have and begin with One (1) Manager to administer and manage the affairs of the Company, each hereinafter referred to as a "MANAGER;" however, the Members may hereafter designate additional or different Managers for the Company from time to time. The name and address of each Manager are as follows, to wit:

JESSICA JONES

5770 Farnell Lane
Townville, Alabama 36511

3. Each Manager shall have the specific and independent authority to exercise any and all powers of the Company and any Series of the Company, and do any and all such lawful acts and things necessary, directed or required to be exercised or done and not prohibited by the State of Alabama, the Act, or the Company Agreement, including, but not limited to, the expressed power to execute a deed, mortgage, lease, or any other instrument of conveyance.

4. The power of conveyance and all other powers of the Managers may be exercised by each Manager independently without requiring the consent or resolution of any other Manager or Member unless hereafter changed by the Members, subject to the Proviso set out herein below.

5. PROVISO: No Manager or Member, without the unanimous consent of all of the Members, shall have any authority to enter into any bond, or become a surety for any person, or do or cause or suffer to be done any act whereby the interests of the Members or any property of the Company or any of its Series may be seized, attached, or endangered in any way.

ARTICLE SEVEN **MEMBERS OF THE COMPANY**

1. The Company shall begin with Two (2) Members owning an interest in the Company, and if applicable, any Series, as stated in the Company Agreement. The Members may hereafter designate additional or different Members from time to time in accordance with the provisions of the Company Agreement. The name and address of each Member are as follows, to wit:

JESSICA JONES
5770 Farnell Lane
Townville, Alabama 36511

ERICA DOE
5770 Farnell Lane
Townville, Alabama 36511

2. Only Members of the Company shall have an ownership interest therein and the Members shall have the authority to hereafter admit additional Members and grant other such interests in the Company in accordance with the provisions of the Company Agreement.

3. No Member shall have any personal liability for any debt, obligation, or liability of the Company or any Series, as provided in the Company Agreement and the Act.

ARTICLE EIGHT **RESTRICTION ON TRANSFER OF OWNERSHIP**

1. Upon the death, resignation, withdrawal or other dissociation of a Member, the individual ownership interest of such Member shall not be sold, given, assigned, attached, or otherwise transferred to any person, firm, company or other entity, except as approved by the Members in accordance with the provisions of the Company Agreement.

2. If the Company is owned by more than one (1) Member, the Members shall have the right by separate written agreement to set forth the specific terms and provisions of the buy-out or other transfer of all or part of a Member's interest and determine the value of same, and any such agreement shall be read in pari materia herewith and the Company Agreement.

ARTICLE NINE **DISSOCIATION OF A MEMBER OF THE COMPANY**

DISSOCIATION OF A MEMBER OF THE COMPANY

1. A Member may resign, withdraw, and dissociate from the Company in accordance with the terms and conditions set forth in the Company Agreement.

2. Upon such resignation, withdrawal, or other dissociation of a Member of the Company, whether voluntary or involuntary, the Company shall continue operating and in existence if, (i) within NINETY (90) DAYS after the dissociation of a Member, the remaining Member or Members of the Company agree and elect in writing to continue the legal existence and business of the Company and elect whether to nominate and appoint one or more new Members in accordance with the Company Agreement, or (ii) if there be no remaining Member, the business of the Company may be continued if within NINETY (90) DAYS after the dissociation and cessation of Membership of the last remaining Member of the Company, the holder or holders of all financial rights of the Company agree in writing to continue the legal existence and business of the Company and to appoint one or more new Members in accordance with the Company's Company Agreement.

ARTICLE TEN
AMENDMENT

1. This Certificate may be hereafter amended by a simple majority vote of all Members in good standing and shall be in writing and become binding upon the execution by all said Members; however, any such amendment regarding the admission of any new Member shall require the unanimous written consent of all the Members in good standing.

IN WITNESS WHEREOF, all Members have caused this Certificate to be duly executed under seal on _____, 20_____.

Witness (SEAL)
JESSICA JONES
Member and Manager

Witness (SEAL)
ERICA DOE
Member

**STATE OF ALABAMA }
COUNTY OF BALDWIN }**

I, _____, a Notary Public in and for said County and State, hereby certify that **JESSICA JONES** and **ERICA DOE**, whose name(s) is/are signed as Member(s) to the foregoing Certificate of Formation and who is/are known to me or otherwise produced valid identification, acknowledged before me this day, that, after being informed of the contents thereof, he/she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal on _____, 20_____.

MY COMMISSION EXPIRES: (NOTARY SEAL)

This Instrument Prepared By:
Attorney at Law