

CERTIFICATE OF FORMATION OF

Microcode

A LIMITED LIABILITY COMPANY

This certificate of formation is submitted for filing pursuant to the applicable provisions of the Texas Business Organizations Code.

ARTICLE I
ENTITY NAME

The name and type of filing entity being formed are: Microcode, a Texas limited liability company (hereinafter "Company").

ARTICLE II
BUSINESS PURPOSE

The purpose for which the Company is organized is any lawful purpose which may be undertaken by the company in accordance with the applicable provisions of the Texas Business Organizations Code.

ARTICLE III
REGISTERED AGENT

The initial registered agent is an organization by the name of Andre Ligon.

The business address of the initial registered agent and the initial registered office is:

23456 Gessner, Houston TX 774839.

ARTICLE IV
PRINCIPAL OFFICE

The address of the Company's principal office in this state is:

15215 Martinez St., Sugarland TX 77478

ARTICLE V
ORGANIZER(S)

Name and address(es) of the organizer(s):

Carlos
15215 Martinez St.
Sugarland TX 77478

ARTICLE VI
GOVERNANCE

The company shall be managed by its Members. The names and address of the initial members is as follows:

Carlos
15215 Martinez St.
Sugarland TX 77478
Owns 100% interest in Microcode

ARTICLE VII
EFFECTIVE DATE OF FILING

This certificate of formation becomes effective on the date that this document was filed with the Secretary of State, Texas, which is not more than ninety (90) days from the date of signing.

ARTICLE VIII
EXECUTION(S)

The undersigned affirms that the person or entity designated as registered agent has consented to the appointment. The individual(s) whose signatures are below has signed this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that all of the undersigned is authorized to execute the filing instrument.

Date: _____

COMPANY AGREEMENT OF MICROCODE

The members of the MICROCODE (the "Company"), a limited liability company created under the Texas Business Organizations Code (the "Code"), adopt the following Company Agreement in order to regulate the Company's affairs, conduct its business, and establish the relations of its members:

ARTICLE I - PURPOSE

1.1. **Company Purpose.** The Company may engage in and do any act concerning any or all lawful business(es) for which limited liability companies may undertake according to the Texas Business Organization Code.

1.2 **Powers.** The Company shall have all powers necessary to accomplish the Company's purpose described above, including but not limited to all powers available to a limited liability company under (i) the laws of the State of Formation, (ii) any other laws in this State, any other State and (iii) the laws of any other jurisdiction where the Company conducts business.

ARTICLE 2 MEMBERS; MEMBERSHIP INTERESTS

2.1. **Names, Addresses and Initial Capital Contributions of Members.** Members, their respective addresses, their initial Capital Contributions to the Company, and their respective Percentage Interest in the Company are set forth on Exhibit A, which is attached and made part of this Agreement. .

2.2. **Future Contributions.** Subsequent contributions must be in the amounts and may be in any type of services and/or property as agreed on by all of the Members. If future contributions by a member are agreed upon, the additional contribution must be reflected in either the company's records or Exhibit A to this agreement.

2.3. **Member Loans or Services.** Loans or services by a Member to the Company may not be treated as a contribution to the capital of the Company, unless agreed to by the members of this Company.

2.4. **Membership Interests.** The membership interest of the Company will be divided into percentages. The interests represent the voting percentages that particular member has in the Company.

2.5. Certificates for Membership Interests. The Member's Interest in the Company may be represented by a Certificate of Membership. The contents of a Certificate of Membership will be determined by the Members..

2.6. Capital and Capital Accounts. The members agree that no capital contributions are required at this time.

ARTICLE 3 MANAGEMENT AND CONTROL OF BUSINESS

3.1. Company Management Vested in Members.

(a) Except as expressly provided otherwise in this Agreement or otherwise agreed, management of the Company is vested in the Members in proportion to their initial Capital Contributions. Except as provided in Section 3.3, below, all powers of the Company are exercised by or under the authority of the members and the business and affairs of the Company are managed under the direction of the Members.

3.2. Meetings of the Members.

(a) Meetings of Members may be called by Members representing in the aggregate more than 50 percent of the Percentage Interests in the Company.

(b) The Company must deliver written notice of the meeting stating the date, time, and place of any meeting of Members and a description of the purpose(s) of the meeting, to each Member entitled to vote at the address in the Company's records, or via mail, email, or fax, or any other method agreed upon by the members. The notice is to be provided within at least 30 days from the date of the meeting. In the event that the notice is email, it must be mailed at least 15 days from the date of the meeting.

(c) A Member may vote either in person or by proxy to vote or otherwise act for the Member. All proxies must be in writing, signed by the Member or the Member's authorized agent. For this agreement, no proxies are allowed.

(f) Any action required or permitted may be taken without a meeting if the action is approved by

all of the Members entitled to vote. The action must be evidenced in one or more written statements that describes the action to be taken, date and time the action was approved and signed by all the voting Members.

(g) Any or all Members may participate in a Members' meeting by, or through the use of, any means of communications by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

(h) At any Members' meeting the Members must appoint a person to preside at the meeting and a person to act as secretary of the meeting. The secretary of the meeting must prepare minutes of the meeting which are placed in the minute books of the Company.

3.3. Members to Make Joint Decisions.

(a) Alteration of Management Responsibilities. Management responsibilities as set forth in this Section may not be altered except by the action of a majority in interest of all Members at a meeting called on written notice expressly describing alternation of management responsibilities as one of the purposes of the meeting.

(b) Managing Member Compensation. Members may receive compensation as determined by all Members for services provided in the management of the Company. In all events, Members may be reimbursed for all expenses advanced by Members on behalf of the Company.

3.4. Powers of Members as Managers.

(a) Except as expressly provided in this section, each of the Members has all necessary powers to carry out the purposes, business, and objectives of the Company, including, but not limited to, the right to enter into and carry out contracts of all kinds; to employ employees, agents, consultants and advisors on behalf of the Company; to lend or borrow money and to issue evidences of indebtedness; to bring and defend actions in law or at equity; to buy, own, manage, sell, lease, mortgage, pledge or otherwise acquire or dispose of Company property. Each Member may employ for the benefit of the Company, any related person, firm or Entity, in order to assist the member(s) ability to manage the affairs of the Company.