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**LIMITED LIABILITY COMPANY**

**AIR TECHNICS INTERNATIONAL LC**

Certificate of Status	0
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## ARTICLES OF ORGANIZATION OF AIR TECHNICS INTERNATIONAL LC

I, the undersigned authorized representative of a member, hereby certify that the members described in Article V have associated themselves for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. I further declare that the following Articles shall be the Charter and authority for the conduct of business of such limited liability company.

### ARTICLE I NAME

The name of the limited liability company shall be AIR TECHNICS INTERNATIONAL LC and its principal place of business and mailing address shall be 1201 Brickell Avenue, Suite 220, Miami, Florida, 33131-3207 but it shall have the power and authority to establish branch offices at such place or places as may be designated by the members.

### ARTICLE II PURPOSES AND POWERS

The general nature of the business or businesses to be transacted and which the limited liability company is authorized to transact, in addition to those authorized by the laws of the State of Florida, and the powers of the limited liability company, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. To sell, purchase and repair all types of aviation material including crop dusters as well as any other activity and/or material related to aeronautics. In general, to carry on any and all incidental business; to have and exercise all of the powers conferred by the laws of the State of Florida, and to do any and all things herein set forth to the same extent as a natural person might or could do.
3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of the Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

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4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department thereof, and to perform and carry out, assign, cancel, or rescind any of such contracts.

5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated herein otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in such capacity or under such arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest thereof, and to aid, assist, or participate in any lawful enterprise in connection therewith or incidental to such agency, representation, or service, and to render any other service or assistance insofar as lawfully may under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers herein set forth, either alone or in association with others incidental or pertaining to, or growing out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

7. The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing herein contained shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under the laws of the State of Florida, lawfully carry on, exercise, or do.

### ARTICLE III CAPITAL CONTRIBUTIONS

Initial capital contributions in the amount of \$135,000.00 (One Hundred Thirty Five Thousand Dollars), cash shall be paid to the limited liability company by the members. Additional contributions will be made as required for investment purposes.

as determined by a consent of the majority of the members. Members will make contributions in equal shares.

#### **ARTICLE IV PROFITS AND LOSSES**

##### *Sharing of Profits*

The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share of the profits. The distributive share of the profits shall be determined and, only by unanimous consent of the members, paid to the members on such date or dates as the members, shall specify.

##### *Losses*

All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business.

#### **ARTICLE V LIMITED LIABILITY COMPANY POWERS- MANAGEMENT OF THE BUSINESS INCLUDING APPOINTMENT OF INITIAL MEMBERS**

This limited liability company shall be managed by the members. All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. The names and address of the initial member is as follows:

Julio Cesar Diaz Costa  
c/o 1201 Brickell Avenue  
Suite 220  
Miami, Florida 33131-3207

#### **ARTICLE VI DURATION**

This limited liability company shall exist until the date 30 years from the date of filing these Articles of Organization with the Department of State, or until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

#### **ARTICLE VII INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The Florida street address of the initial registered office of the limited liability company is 1201 Brickell Avenue, Suite 220, Miami, Florida 33131-3207 and the name of its initial registered agent at such address is GEOFFREY M. WAYNE, P.A.

#### **ARTICLE VIII MEETINGS OF MEMBERS**

##### *Annual Meeting*

The annual meeting of the Members of this Company shall be held on the 31st day of January, beginning 10:00 o'clock in A.M. or at such other date, and place as may be designated by the Members. The meeting shall be for the purpose of electing a manager or managers for the company, in the event that the Members have authorized management of the company by Managers rather than by the Members, and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting is a Saturday, Sunday or legal holiday, the meeting shall be held on the next succeeding business day. If the election of a manager or managers is not held on the day designated herein for an annual meeting, or at any adjournment thereof, the Members shall cause the election to be held at a meeting of the Members as soon thereafter as conveniently may be.

##### *Special Meetings*

Special meetings of the Members may be called by the Manager of the Company, or at the written request of the holders of not less than one-fifth of all the contributed capital of the company, for a date not less than ten (10) nor more than sixty (60) days from the date the request is made.

##### *Place Of Meetings*

The Members may designate any place in the State of Florida as the place of meeting for any annual meeting or for any special meeting called by the Members. A waiver of notice signed by all Members may designate any place, either within or without the

State of Florida, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Company in the State of Florida, except as otherwise provided in Section 5 of this Article.

#### *Notice Of Meetings*

Written or printed notice stating the place, day, and hour of the meeting, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by certified mail, return receipt requested or via courier service or by facsimile transmission, provided that such Member has designated a facsimile telephone number with the company for receipt of notice required hereunder, by or at the direction of the Managers or the Members demanding said meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Company, with postage thereon prepaid, and/or the date of actual personal delivery thereof either by courier or by personal delivery by the Managers or by the Members calling the meeting, or by facsimile transmission. The facsimile transmission report, showing the receiving facsimile machine number or code as registered with the Company by such Member shall serve as proof of delivery.

#### *Meetings Of Members*

If the owners of a majority of the capital invested in the Company shall meet at any time and place, either within or without the State of Florida, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any company action may be taken (which is permitted by Chapter 608 Florida Statutes and/or the Articles of Organization and/or these Regulations) without the unanimous or greater than majority consent of the majority of the owners of capital investment in the company which may otherwise be required. Any meeting of the Members may be conducted by telephone conference call or any other form of such communication. Any meeting may be adjourned to a time certain, by the consent of a majority of the Members in attendance.

#### *Fixing Of Members Entitled To Vote*

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or to express consent to Company action in writing without a meeting, or Members entitled to exercise any rights as a Member, or in order to make a determination of Members for any other proper purpose, the Members shall make said determination as the first order of business at any meeting of the Members, and the membership interests shall be noted as part of the minutes of the meeting unless said meeting is conducted with all Members present and/or having

notified the remainder of the Members or the Managers that said Member will not appear at the meeting, and/or will participate by telephone and/or agrees to join in the determinations of the Members, by executing a waiver and/or joinder in the actions of the remaining Members thereafter.

#### *Membership List*

The Company shall prepare and make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting, arranged in alphabetical order, with the address of and the capital contribution of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered offices of the Company with a copy available at each pose, during ordinary business hours. At the option of the Members, the capital contribution of each Member may be expressed on said list as a percentage of the total contribution in lieu of being expressed in a dollar value. Such list shall also be produced and kept at the time and place of the meeting and shall be furnished to each Member with the Notice of Meeting. In the event of any change in the Membership List, a copy thereof, with all changes in the content thereof has occurred. The Company shall be entitled to recognize the exclusive right of a person or entity registered on its books as the owner of capital investment to receive distributions, and to vote as such Member, and to hold liable for calls and assessments as may be otherwise provided for herein, as the Member or duly authorized representative of the Member registered on its books as the Member, and shall not be bound to recognize any equitable or other claim to or interest in such ownership interest asserted by any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Florida.

#### *Quorum*

The owners of a majority of the total capital investment in the Company, represented in person or by proxy, shall constitute a quorum at any meeting of Members; provided, that if the owners of less than a majority, the Members so represented shall adjourn the meeting from time to time without further notice. If a quorum is present, the affirmative vote of a majority of the owners of a capital invested in the Company, i.e. the vote of the owners representing ownership of more than fifty percent (50%) of the capital investment in the Company shall be the act of the Members, unless the vote of a greater number is required by the Company Law, the Articles of Organization or these Regulations.

#### *Proxies*

At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting or mailed certified receipt, return receipt requested to the Offices of the Company. No proxy shall be valid after eleven (11)

months from the date of its execution, unless otherwise provided in the proxy. Any such proxy shall be deemed automatically revoked for purposes of any meeting if the Member appears personally at any such meeting. The proxy however, shall remain valid for the term specified thereon, but is subject to revocation by the Member at any time.

#### *Voting Of Membership Interest*

Each Member of the Company shall be entitled to one vote upon each matter submitted to a vote at a meeting of Member for each \$1.00 of contributed capital to the Company. Effectively, the capital contribution of each Member shall be determined at the commencement of the meeting, as a percentage of the entire capital contribution, and each Member's vote shall count as a percentage of one hundred percent (100%) of the vote, as the percentage of the total his/her/its capital contribution bears to the total capital contributions of all Members. Each Member shall be entitled to cast only one vote on each subject, and the weight and value of his vote is determined as set forth above.

#### *Voting Of Interest By Certain Members*

Any Member which is owned by another juridical entity, domestic or foreign, may be voted by such officer, agent, or proxy as the regulations or by-laws of such entity may prescribe, or, in the absence of such provision, as the required majority of the duly authorized governing body of such entity may determine.

Any ownership interest standing in the name of a deceased person, a minor, ward, or an incompetent person, shall not be voted by his administrator, executor, court-appointed guardian, or conservator, either in person or by proxy without a transfer of such interest into the name of such administrator, executor, court-appointed guardian, or conservator with the unanimous consent of the remaining Members. Any membership interest standing in the name of a trustee may be voted by him, either in person or by proxy.

Any membership interest standing in the name of a receiver may not be voted by such receiver without the consent of a majority of the Members unless otherwise provided for herein.

#### *Informal Action By Members*

Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the holders of membership interests having not less than the majority of the capital investment which is and would be necessary to authorized or take such

action at a meeting at which all membership interests entitled to vote thereon were present and voted. Prompt notice of the taking of the Company action without a meeting by less than unanimous written consent shall be given to the Members who have not consented in writing.

#### *Voting By Ballot*

Voting may be oral or by ballot as directed by a majority of the membership interests present, provided, however, that any Member may, as a matter of privilege, require a vote by ballot.

#### *Supervision Of Meetings*

The Members shall designate one of their number or counsel for the Company if in attendance to act as chairman of the meeting. A secretary shall be appointed for the meeting who shall record accurate minutes of the meeting of the Members.

### **ARTICLE IX PREEMPTIVE RIGHTS**

Each Member of the Company shall have the first right to purchase membership interests (and securities convertible into membership interests) of any class, kind, or series of the Company that may from time to time be issued (whether or not presently authorized) in the ratio that the number of units it holds at time of issue bears to the total number of units outstanding. This right shall be deemed waived by any Member who does not exercise it and pay for the units or other securities preempted within thirty (30) days of receipt of a notice in writing from the Company stating the price, terms and conditions of the issue of the units and inviting it to exercise its preemptive rights. This right may also be waived by affirmative written waiver submitted by the Member to the Company within thirty (30) days of receipt of the notice from the Company.

### **ARTICLE X RESTRICTIONS ON MEMBERSHIP**

Members shall have the right to admit new members by a consent of the majority of the Members. Contributions required of new Members shall be determined as of the time of admission to the limited liability company.

A Member's interest in the limited liability company may not be sold or otherwise transferred except with a written consent of the majority of the members.

## **ARTICLE XI CHANGES IN MEMBERS**

### *Death, Dissolution, Retirement Or Bankruptcy Of Member*

- (a) The death, retirement, resignation, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company (a "Dissolution Event"), dissolves the Company unless the remaining Member(s) unanimously consent to the continuation of the business of the Company ("Unanimous Consent"). If the Member whose actions or conduct result in the Dissolution Event ("Former Member") or such Former Member's representative, rightfully demands the return of his Interest by a written notice to the remaining Member(s), the Company (if the remaining Member(s) unanimously consent in writing) or remaining Member(s), to avoid dissolution of Company, must within six (6) months following such written notice, purchase the Former Member's Interest as provided in the subsections to this Article.
- (b) On the occurrence of the Dissolution Event, and the Unanimous Consent, and if applicable, the rightful demand for the return of the Former Member's Interest by the Former Member or the Former Member's representative, the Company has first option to purchase the Interest of the Former Member by giving notice within 60 days following occurrence of the Dissolution Event or the demand for return of contribution. If the Company elects to give such notice within 60 days, the purchase and sale obligation shall accrue 120 days after such Dissolution Event or rightful demand for return of contribution. After the Company has given notice of its election and prior to the date on which the purchase and sale obligation will accrue, the parties must take all steps necessary to determine the price and terms of such purchase and sale obligation as provided hereinafter.
- (c) If the Company does not exercise its first option to purchase the Interest of a Former Member within 60 days as provided above, for 30 days thereafter, that is, between the 61<sup>st</sup> and 90<sup>th</sup> days after the Dissolution Event or the rightful demand for withdrawal of contribution, the remaining Members have an option to purchase such interest. Between such 61<sup>st</sup> and 90<sup>th</sup> days, the remaining Member(s) must notify the Former Member and all other Members in writing of their desires to purchase a portion of the Former Member's Interest. The failure of any Member to submit a notice within the applicable period constitutes an

election on the part of the remaining Member not to purchase any of the Former Member's Interest. Each remaining Member is entitled to purchase a portion of the Former Member's Interest based on the remaining Member's Pro Rata Part on the date of the Unanimous Consent or the date of receipt of the rightful demand for the return of its Interest by the Former Member.

- (d) If the remaining Member(s) elects not to purchase any or to purchase less than all of such remaining Member's Pro Rata Part of the Former Member's Interest, the Company may at its election purchase such portion of the Former Member's Interest. In the event the Company elects not to purchase the Former Member's Interest, the unpurchased portion may be purchased by those remaining Members that elected to purchase more than their Pro Rata Part.
- (e) If the remaining Members fail to purchase the entire interest of the Former Member, the interest passes by operation of law to any assignee or remains in the hands of the Former Member, subject to any right of the holder of such interest to demand payment therefor according to Florida law.
- (f) Notwithstanding any other provision in Article XII, to the contrary, the remaining Members may mutually agree to an allocation of the Former Member's Interest to be purchased by each of them.
- (g) The Former Member's Interest must be valued according to its book value for federal income tax purposes, provided, however, that if any party to a purchase of the same deems the same to vary from fair market value (as defined below) by more than 5 percent (5%), an appraisal may be requested. In such event, the Former Member's Interest must equal the fair market value of such Interest as determined by agreement between the Former Member or the representatives of the Former Member and the purchaser or purchasers no less than 30 days prior to the date on which the purchase and sale obligation accrue, or in case of failure to agree within such time period, as determined by three appraisers, one selected by the Former Member or such Former Member's representative, one selected by the remaining Member(s), and one selected by the two appraisers so named. The appraiser shall be instructed to appraise the net fair market value of the underlying assets of the Company and multiply such value by the Former Member's Percentage Interest, which is then further discounted by the appraiser to reflect lack of marketability, loss of counsel of the Former Member, absence of control for a minority interest, and

other factors which the appraiser may reasonably believe to affect the value of an Interest in the Company. The fair market value of the Former Member's Interest in the Company is the average of the two appraisals closest in amount to each other. In the event the fair market value is determined to be within the said 5 percent (5%) of book value, the party requesting such appraisal must pay all expense of the same otherwise incurred by the parties offering to enter into the transaction at the book valuation.

- (h) The purchase and sale obligation for all purposes accrues 120 days after the Dissolution Event, assuming the Unanimous Consent is had and obtained. In the case of a rightful demand for withdrawal of contribution to capital by any Member, the purchase and sale obligation shall accrue 180 days after such demand.
- (i) The purchase price must be paid by the Company (if all Members consent in writing) or such remaining Member(s), as the case may be, either (i) in ten equal annual installments of principal together with interest, commencing to accrue from the date of closing, at the then current Mid-Term Applicable Federal Rate (the "AFR") under Section 1274(d) of the Code for the month in which the first payment is made (or a rate per annum equal to what the AFR would be for such month under Section 1274(d) of the code if the AFR is no longer published), to fully amortize such purchase price over such ten payments, with the first payment being due and payable when the purchase and sale obligation shall accrue; or (ii) without interest when the purchase and sale obligation accrue, as the Company and/or the remaining Member(s), as the case may be, elect in their sole discretion.
- (j) Closing of any sale transaction pursuant to this Section occurs on the date the purchase and sale obligation is to accrue as provided herein, or the next previous business day if the same falls on a weekend or holiday. At the closing, documents evidencing the payment obligation(s) must be delivered by the purchasers, and any certificates, duly endorsed, must be delivered by the Former Member or the representatives of the Former Member.
- (k) This Article does not prohibit Members from agreeing on terms and conditions for the purchase by the Company or any Member(s) of the Interest of any Member in the Company desiring to retire, withdraw or resign, in whole or in part, as a Member (on such terms and conditions as are agreed on by the selling Member and the Company or the remaining Member(s)), nor does

anything herein limit or otherwise affect the ability of a Member to demand a return of his contribution to the Company as provided in the Act.

#### *Effect of Transfer*

- (a) Any permitted transfer of all or any portion of a Member's Interest in the Company takes effect on the first day the month following receipt by the Members of written notice of transfer. Any transferee of an Interest in the Company takes subject to the restrictions on transfer imposed by these Regulations.
- (b) On a transfer of a Member's Interest in the Company in violation of these Regulations, the transferee has no right to participate in the management of the business and affairs of the Company or to become a Member, but such transferee is entitled only to receive the share of profits or other compensation by way of income and the return of contributions to which the transferor of such Interest in the Company would otherwise be entitled.

### **ARTICLE XII DISSOLUTION**

#### *Dissolution of the Company*

- (a) The Company is dissolved, its assets are disposed of, and its affairs wound up on the first to occur of the following occurrences:
  - (i) a determination by Members owning more than 50 percent of the interests in the Company that the Company should be dissolved;
  - (ii) a Dissolution Event, and the Company's or remaining Members' failure to purchase the Interest of the Former Member as provided in Section 6.1;
  - (iii) the expiration of the Company term as stated in its Articles; or
  - (iv) at such earlier time as may be provided by applicable law.
- (b) In settling accounts of the Company after dissolution, the liabilities of the Company must be paid in the following order, all as required by the Act:

- (i) those owed to creditors, in the order of priority as provided by law, except those to Members of the Company on account of their contributions;
- (ii) those owed to Members of the Company in respect of their share of the profits and other compensation by way of income on their contributions; and
- (iii) those owed to Members of the Company in respect of their contribution to capital.

### ARTICLE XIII

#### INDEMNIFICATION

##### *Indemnification of Managers and Members*

- (a) To the greatest extent not inconsistent with the laws and public policies of Florida the Company will indemnify, as a matter of right, any Member (any such Member who is a person, and any responsible officers, partners, shareholders, directors, or managers of such Member which is an Entity, hereinafter being referred to as the indemnified "individual") made a party to any proceeding because he/she is or was a Member, against all liability incurred by such individual in connection with any proceeding; provided that it is determined in the specific case according to subsection (d) of Article VIII that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in subsection (c) of this Section. The Company will pay for or reimburse the reasonable expenses incurred by a Member in connection with any such proceeding in advance of final disposition thereof, if:
  - (i) The individual furnishes the Company a written affirmation of the individual's good faith belief that he has met the standard of conduct for indemnification described in subsection (c) of this Section;
  - (ii) The individual furnishes the Company a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct;
  - (iii) A determination is made in accordance with subsection (d) that based on facts then known to those making the determination, indemnification would not be precluded under this Section.

The undertaking described in subsection (a)(ii) above must be a general obligation of the individual, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company must indemnify a Member or Manager who is wholly successful, on the merits or otherwise, in the defense of any

such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in subsection (c) of this Section. On demand by a Member for indemnification or advancement of expenses, the Company must expeditiously determine whether the Member is entitled to indemnification in accordance with this Section. The indemnification and advancement of expenses provided for under this section is applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Section.

(b) The Company has the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Company to the same extent as if such individual was a Member.

(c) Indemnification of an individual is permissible under this only if (i) he conducted himself in good faith, (ii) he reasonably believed that his conduct was in or at least not opposed to the Company's best interest; (iii) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful; and (iv) such individual is not adjudged in any such proceeding to be liable for negligence or misconduct in the performance of duty. The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent is not, of itself, of conduct described in this subsection (c).

(d) The determination whether indemnification or advancement of expenses is permissible must be made in either of the following manners: (i) by a majority vote of the Members who are not parties to the proceeding, or (ii) by special legal counsel selected by a majority vote of the Members who are not parties to the proceeding.

(e) A Member of the Company who is a party to a proceeding may apply for indemnification from the Company to the court, if any, that is conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving all required notice, may order indemnification if it determines: (i) in a proceeding in which the Member is wholly successful, on the merits or otherwise, that the Member is entitled to indemnification under this Section, in which case the court shall order the Company to pay the individual reasonable expenses incurred to obtain such court ordered indemnification; or (ii) that the individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the individual met the standard of conduct set forth in subsection (c) of this Section.

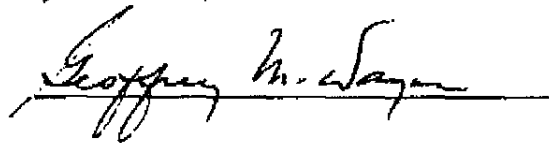
- (f) Indemnification must also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed that he/she acted in the interest of the participants in and beneficiaries of the plan.
- (g) This Article does not limit or preclude the exercise or exclude any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a Member of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in these Regulations limits the ability of the Company to otherwise indemnify or advance expenses to any individual. The intent of the parties making these Regulations is to provide indemnification to Members to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Section. Indemnification is provided in accordance with this, without regard of the nature of the legal or equitable theory on which a claim is made including without limitation negligence, breach of duty, mismanagement, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.
- (h) For purposes of this section:
  - (i) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursement or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Section, applicable law or otherwise.
  - (ii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

- (iii) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.
- (iv) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil criminal, administrative or investigative and whether formal or informal.
- (v) The Company may purchase and maintain insurance for its benefit, the benefit of any individual who is entitled to indemnification under this section, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such individual's service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

The undersigned, being one of the original members of the limited liability company or an authorized representative of a member, hereby certifies that the foregoing constitutes the proposed Articles of Organization of AIR TECHNICS INTERNATIONAL, LC.

*In accordance with Sec. 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)*

Executed by the undersigned this 31<sup>st</sup> day of October, 2002

A handwritten signature in cursive script, reading "Geoffrey M. Wayne", is written over a horizontal line.

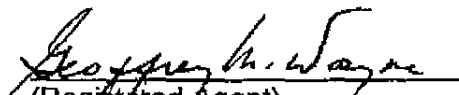
**ACCEPTANCE OF REGISTERED AGENT**

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

PLEASE PRINT/TYPE NAME :

GEOFFREY M. WAYNE, ESQ.

SIGNATURE:

  
(Registered Agent)

DATE October 31, 2002

f:\client\478\0410210291.doc

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
02 OCT 31 PM 3:00