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**FLORIDA LIMITED LIABILITY CO.  
FLORIDA TECH RESEARCH INSTITUTE, LLC**

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**ARTICLES OF ORGANIZATION  
OF  
FLORIDA TECH RESEARCH INSTITUTE, LLC**

Pursuant to the Florida Revised Limited Liability Company Act, as amended (the "Act"), the undersigned states as follows:

1. **Name.** The name of the limited liability company is Florida Tech Research Institute, LLC (the "LLC").

2. **Principal Office.** The street address and mailing address of the LLC's principal office is 150 W. University Blvd., Melbourne, FL 32901-6975.

3. **Registered Office and Agent.** The address of the LLC's initial registered office in the State of Florida is 150 W. University Blvd., Melbourne, FL 32901-6975. The name of the initial registered agent of the LLC is Marco Carvalho, who is an individual resident of the State of Florida whose business address is identical with the registered office.

Having been named as registered agent and to accept service of process for the above stated LLC at the place designated in Article 3 of these Articles of Organization, 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 the Act.



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Marco Carvalho  
Registered Agent

4. **Management.** As set forth in the operating agreement of the LLC, the LLC shall be managed by a Board of Managers which shall have full responsibility for managing the business and affairs of the LLC ("Board of Managers"). Members of the Board of Managers shall be appointed in the manner set forth in the LLC's Operating Agreement.

5. **Sole Member.** The LLC's sole member is Florida Institute of Technology, Inc. (the "Member"), a Florida not for profit corporation that is exempt from federal income tax under sections 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law) (the "Code").

6. **Purpose.** The LLC is organized and shall be operated exclusively for charitable, educational, scientific, and literary purposes within the meaning of section 501(c)(3) of the Code by benefiting, performing the functions of, or carrying out the exempt purposes of the Member, and more specifically to conduct research and to carry out any other charitable, educational, scientific, and literary purposes of the Member and conduct any and all other lawful affairs that are exclusively for charitable, educational, scientific, and literary purposes within the meaning of section 501(c)(3) of the Code.

7. **Limitations on Activities.** The LLC may engage only in activities that may be carried on by (i) an organization exempt from federal income tax under section 501(c)(3) of the Code, and (ii) an organization to which contributions are deductible under sections 170(c), 2055, and 2522 of the Code. Notwithstanding any powers granted to the LLC under its operating agreement or by the laws of the State of Florida, the following limitations shall apply:

a) No part of the net earnings of the LLC shall inure to the benefit of, or be distributable to its members, managers, if any, officers, or other private persons, except that the LLC shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its exempt purposes.

b) No substantial part of the activities of the LLC shall be carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise permitted by section 501(h) of the Code); and the LLC shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition, to any candidate for public office.

8. **Limitations on Ownership.** Ownership and transfer of interests in the LLC shall be subject to the following limitations:

a) Membership interests in the LLC may be transferred or assigned (directly or indirectly) only to organizations described in section 501(c)(3) of the Code, governmental units, or wholly owned government instrumentalities ("Exempt Organizations"). If any member of the LLC loses its tax-exempt status, that member's interest shall be expeditiously redeemed or sold to one or more Exempt Organizations.

b) Interests in the LLC, or its assets (other than a membership interest), may only be availed of or transferred (whether directly or indirectly) to any nonmember other than an Exempt Organization in exchange for adequate and full consideration (i.e., a transaction that results in the LLC or the transferor of such interest receiving cash or assets equal to the fair market value of the interest or assets transferred).

c) The LLC shall not merge with or convert into a for-profit entity.

9. **Distributions and Dissolution.** To the extent permitted by the Act, any cash or other property of the LLC not required for the operation of the LLC shall be distributable to the Member at such times and in such amounts as determined by the Member or, if the Member is not then an Exempt Organization, to an Exempt Organization selected by the Member. Upon the dissolution or winding up of the LLC, its assets remaining after payment, or provision for payment, of its debts, liabilities, and obligations shall be distributed to the Member, if such Member is then an organization described in section 501(c)(3) of the Internal Revenue Code and, if there is no Member who is then so described, the assets of the LLC shall be distributed to one or more organizations, as selected by the Member in its sole discretion, who are then described in section 501(c)(3) of the Internal Revenue Code.

10. **Amendment.** The Member may amend these Articles of Organization at any time, but all amendments must be consistent with the requirements of section 501(c)(3) of the Code.

11. **Enforcement.** Any member of the LLC will expeditiously and vigorously enforce its rights in the LLC and will pursue all legal and equitable remedies to protect its interests in the LLC.

December 15, 2023



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Marco Carvalho, Organizer