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GARY RIGNEY

Requestor's Name

6726 ODYSSY DR.

Address

Huntsville AL (256) 883-5017

City/State/Zip

Phone #

35806

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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DIVISION OF CORPORATIONS
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ARTICLES OF ORGANIZATION

OF

COLTEC, L.L.C.

Under the Florida Limited Liability Company Act

This Instrument Prepared By:

Gary L. Rigney, Esquire
COLSA Corporation
6726 Odyssey Drive
Huntsville, Alabama 35806

ARTICLES OF ORGANIZATION
OF
COLTEC, L.L.C.

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**ARTICLES OF ORGANIZATION
OF
COLTEC, L.L.C.**

We, the undersigned, hereby certify that we are "persons" as defined in the Florida Limited Liability Company Act (the "Act") authorized to form a Limited Liability Company. As authorized representatives and officer of the Members of the Limited Liability Company, we hereby adopt the following Articles of Organization for the purpose of forming a Limited Liability Company under the Act:

ARTICLE I

NAME

The name of the Limited Liability Company is COLTEC, L.L.C.

ARTICLE II

ADDRESS OF THE PRINCIPAL OFFICE

The street address of the initial principal and registered office of the Limited Liability Company is Tech Center, Building 2, 51 Third Street, Shalimar, Florida 32579, and the name of the initial registered agent at such address is Joseph Douglas Ferris, as set forth in the CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE attached hereto and incorporated herein. Either the registered office or the registered agent may be changed in the manner provided by law. The mailing address shall be the same as the principal address.

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ARTICLE III
PERIOD OF DURATION

The Limited Liability Company shall exist until the first to occur of the following:

- (1) December 31, 2050; or
- (2) Dissolution of the Limited Liability Company by
unanimous written agreement of all the Members.

ARTICLE IV
MANAGEMENT

The management of the Limited Liability Company's business shall be vested in one or more managers elected by the Members in accordance with the terms and provisions of the Company Operating Regulations. The initial number of managers of the Limited Liability Company shall be three (3). The number of managers may be increased or decreased in accordance with the terms of the Company Operating Regulations. The name and mailing address of the persons who shall serve as managers until the first annual meeting of Members and until their successors are elected and shall qualify are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joseph Douglas Ferris	1339 Windward Circle Niceville, FL 32578

George G. Williams

6726 Odyssey Drive
Huntsville, AL 35806

C. Thomas Houser

1525 Perimeter Pkwy
Huntsville, AL 35806

ARTICLE V

ADDITIONAL MEMBERS

No additional Members shall be admitted as Members of the Limited Liability Company.

ARTICLE VI

MEMBERS RIGHTS TO CONTINUE BUSINESS

In the event of the bankruptcy, debarment, expulsion, or dissolution of a member, the business of the Limited Liability Company may be continued by the remaining Member consistent with the purposes and powers of the Limited Liability Company as set forth herein and in accordance with the Company Operating Regulations.

ARTICLE VIII

PURPOSE AND POWERS

1. **Purpose.** The sole and exclusive purpose for the formation of the Limited Liability Company is to create a joint venture composed of its Members, COLSA Corporation and Mevatec Corporation, pursuant to Federal Acquisition Regulation 9.601(a) to submit a proposal in response to Request for Solicitation F08635-00-R-0001 issued by the Department of the Air Force, Air Armament Center, Eglin AFB, Florida for contract activities entitled "Technical and Acquisition Management Support (TAMS 2) and if such proposal is accepted, to perform the contract or contracts awarded in connection therewith and any follow-on awards, options or tasks related thereto.

2. **General Powers.** Except as restricted by these Articles of Organization, the Limited Liability Company shall have all powers and rights which a Limited Liability

Company may exercise legally pursuant to the Act. The Limited Liability Company shall have the right to do everything necessary, suitable or proper for accomplishment of any of its purposes or in furtherance of any of its powers.

ARTICLE IX

AMENDMENTS

The Limited Liability Company reserves the right to amend its Articles of Organization from time to time in accordance with the Act.

ARTICLE X

ADOPTION OF COMPANY OPERATING REGULATIONS

The initial Company Operating Regulations of the Limited Liability Company shall be adopted by its Members. The Company Operating Regulations may contain any provisions for the regulation and management of the affairs of the Limited Liability Company not inconsistent with the Act these or these Articles of Organization.

ARTICLE XI

INCOME TAX STATUS

The Limited Liability Company shall be treated as a partnership for federal and state income tax purposes under Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1986 and corresponding provisions of state law. The Company Operating Regulations shall be drafted, administered and interpreted so that the Limited

Liability Company will lack the corporate characteristics of centralized management, continuity of life and free transferability of interests.

ARTICLE XII

LIABILITY TO THE UNITED STATES GOVERNMENT

Notwithstanding the limitation of liability provided by the Florida Limited Liability Company Act, the members shall be jointly and severally liable to the United States Government for any and all damages, assessments, penalties, or other liabilities arising from breach of contract, negligence or willful misconduct in its dealings with the United States Department of the Air Force, Air Armament Center, Eglin AFB, Florida pursuant to contracts awarded in connection with Request for Solicitation F08635-00-R-0001 and any follow-on awards, options or tasks related thereto.

ARTICLE XIII

INDEMNIFICATION AND LIMITATION OF LIABILITY

1. **Definitions.** The following definitions shall apply to the terms as used in this Article:
 - A. "Expenses" includes attorney fees.
 - B. "Liability" means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expense incurred with respect to a proceeding.
 - C. "Official capacity," means that when used with respect to a manager, means the office of manager in the Limited Liability Company, and, when used

with respect to a person other than a manager, means the employment or agency relationship undertaken by the employee or agent on behalf of the Limited Liability Company.

D. "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in the proceeding.

E. "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

2. Indemnification for Liability.

A. Except as provided in paragraph D of this Section 2, the Limited Liability Company shall indemnify against liability and expenses incurred in any proceeding by an individual made a party to the proceeding because he, she, or it is or was a manager, member, employee, agent, fiduciary or representative of the Limited Liability Company or who is or was serving at the request of the Limited Liability Company as an employee, agent, manager, member, trustee, officer, director or fiduciary of another person, entity or enterprise if:

- (i) He or she conducted himself or herself in good faith;
- (ii) He or she reasonably believed:
 - (a) In the case of conduct in his or her official capacity, that his or her conduct was in the Limited Liability Company's best interest; or

(b) In all other cases, that his or her conduct was not materially opposed to the Limited Liability Company's best interest; and

(iii) In the case of any criminal proceeding, her or she had no reasonable cause to believe his or her conduct was unlawful.

B. The termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in paragraph A of this Section 2.

C. The Limited Liability Company shall not indemnify a party under this Section 2 either:

(i) In connection with a proceeding by or in the right of the Limited Liability Company in which the party was adjudged liable to the Limited Liability Company; or

(ii) In connection with any proceeding charging improper personal benefit to the party, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

D. Indemnification required under this section 2 in connection with a proceeding by or in the right of the Limited Liability Company is limited to reasonable expenses incurred in connection with the proceeding.

3. Limitation on Indemnification.

A. The Limited Liability Company shall not indemnify a party under Section 2 of this Article unless authorized in the specific case after a determination has been made that indemnification of the party is required in the circumstances because he or she has met the standard of conduct set forth in paragraph A of Section 2 of this Article.

B. The determination required to be made by paragraph A of this Section 3 shall be made in good faith by a majority of those Members who are not parties to the proceedings unless all Members are parties to the proceedings, in which event the determination shall be made by all the Members.

C. In evaluating the reasonableness of expenses to be indemnified, consideration shall be given to whether the individual or entity to be indemnified met the standard of conduct set forth in paragraph A of this Article.

4. Advance Payment of Expenses.

A. The Limited Liability Company shall pay for or reimburse the reasonable expenses incurred by a person who is a party to a proceeding in advance of the final disposition of the proceeding if:

- (i) The party furnishes the Limited Liability Company with a written affirmation of his or her good-faith belief that he or she has met the standard of conduct described in subparagraph A of Section 2 of this Article;
- (ii) The party furnishes the Limited Liability Company with a written undertaking, executed personally or on his or her

behalf, to repay the advance if it is determined that he or she did not meet such standard of conduct; and

- (iii) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 4.

B. The undertaking required by subparagraph (ii) of paragraph A of this section 4 shall be an unlimited general obligation of the party but need not be secured and may be accepted without reference to financial ability to make repayment.

C. Determinations and authorization of payments under this Section 4 shall be made in the manner specified in Section 3 of this Article.

5. Reimbursement of Witness Expenses. The Limited Liability Company shall pay or reimburse expenses incurred by a manager in connection with his or her appearance as a witness in a proceeding in his official capacity at a time when he or she has not been made a named defendant or respondent in the proceeding.

6. Insurance for Indemnification.— The Limited Liability Company may purchase and maintain insurance on behalf of a person who is or was a manager, member, employee, representative, fiduciary, or agent of the Limited Liability Company or who, while a manager, member, employee, representative or agent of the Limited Liability Company, is or was serving at the request of the Limited Liability Company as a manager, member, officer, partner, trustee, employee, fiduciary, or agent of a foreign or domestic Limited Liability Company, corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability and expenses asserted against or incurred by him or her in any such capacity or arising out of his or her status as such,

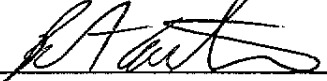
whether or not the Limited Liability Company would have the power to indemnify him or her against such liability under the provisions of this article. Any such insurance may be procured from any insurance company designated by the manager of the Limited Liability Company, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere.

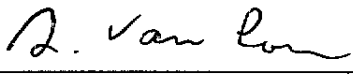
7. Notice of Indemnification. Any indemnification of or advance of expenses to a manager in accordance with this Article shall be reported to the Members with or before the notice of the next Members' meeting.

IN WITNESS WHEREOF, the Members of the Limited Liability Company, COLSA Corporation, and Mevatec Corporation have caused the foregoing Articles of Organization to be executed for and on their behalf by their respective authorized officers.


(In accordance with section 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.)


COLSA CORPORATION

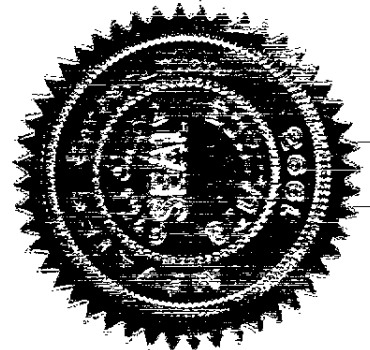
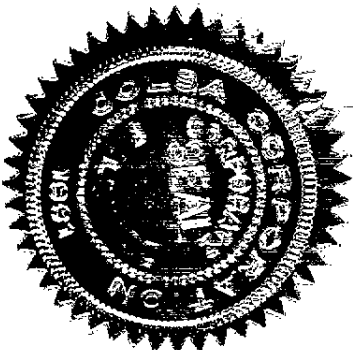
By: 
Richard A. Carter
Senior Vice President

Attest: 
Secretary

MEVATEC CORPORATION

By: 
Larry S. Fulton
Executive Vice President

Attest: 
Secretary



STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned a Notary Public in and for said county in said state hereby certify that Richard A. Carter whose name as Senior Vice President of COLSA Corporation, a Delaware corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me that being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 13th day of October, 1999.

[SEAL]

Notary Public

My Commission Expires:

April 1, 2000

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned a Notary Public in and for said county in said state hereby certify that Larry S. Fulton whose name as Executive Vice President of Mevatec Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 13th day of October, 1999.

[SEAL]

Notary Public

My Commission Expires:

April 1, 2000

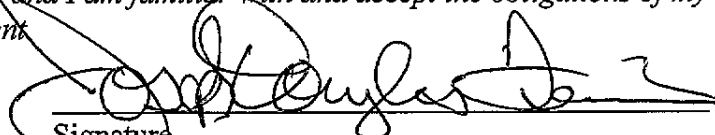
**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: COLTEC, L.L.C.
2. The name and the Florida street address of the registered agent are:

Joseph Douglas Ferris
Tech Center, Building 2
51 Third Street
Shalimar, Florida 32579

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.


Signature

State of Florida

County of Alachua

I, the undersigned a Notary Public in and for said county in said state hereby certify that Joseph Douglas Ferris, whose name is signed to the foregoing instrument and who is known to me, on this day acknowledged before me that being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of Oct 1999.


Notary Public

My Commission Expires

USAF PARALEGAL

NOTARY BY FEDERAL STATUTE

Filing Fee: 435 for designation of Registered Agent

10 U.S.C. 1044a

IAW AFI 51-504