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BELL & ROPER, P.A. ATTORNEYS AT LAW

MICHAEL M. BELL MICHAEL H. BOWLING MICHAEL J. ROPER DALE A. SCOTT JOSEPH D. TESSITORE 2707 EAST JEFFERSON STREET ORIANDO, FLORIDA 32803 TELEPHONE (407) 897-5150 FAX (407) 897-3332 E-mail· office@bellroperlaw.com www.bellroperlaw.com DAVID 8. BLESSING GAIL C. BRADFORD ANINA E ENGELMAN CHRISTOPHER R. FAY SHERRY G. HOPKINS JENNIFER P. KILLEN CINDY A. TOWNSEND

January 10, 2014

VIA FEDEX OVERNIGHT DELIVERY

State of Florida
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Reliability Spectrum Engineering Solutions, Inc.

To Whom It May Concern:

Enclosed please find an original and one copy of the Articles of Organization for Reliability Spectrum Engineering Solutions, Inc., together with a check for the filing fee in the amount of \$87.50. Please forward confirmation of registration to my attention once complete.

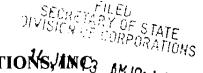
Thank you in advance for your prompt attention to this matter.

Sincerely,

Sherry G. Hopkins

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ARTICLES OF INCORPORATION FOR



RELIABILITY SPECTRUM ENGINEERING SOLUTIONS AN CO. 14.10: 14.1

The undersigned subscribers of these Articles of Incorporation, being natural persons competent to contract, do hereby form a corporation for profit under the laws of the State of Florida.

ARTICLE I Name

The name of this Corporation is: RELIABILITY SPECTRUM ENGINEERING SOLUTIONS, INC.

ARTICLE II Address

The principal office and mailing address of this Corporation is: 7001 N. Atlantic Avenue, Cape Canaveral, Florida 32920. The shareholder(s) may from time to time designate such other post office address and place for the principal office of this Corporation as it may see fit.

ARTICLE III Purpose

This Corporation may engage in any activity or business permitted under the laws of the United States and the State of Florida.

ARTICLE IV Capital Stock

The maximum number of share of stock that this Corporation is authorized to issue is 100, all of which shall be common shares.

ARTICLE V Pre-emptive Rights

Every shareholder, upon issuance of any new stock in this Corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his first pro rata share at the price at which it is offered to others.

ARTICLE VI Duration

This Corporation shall be effective upon the filing these Articles of Incorporation with the Florida Department of State, Division of Corporations, and shall have perpetual existence unless properly dissolved in accordance with Florida law.

ARTICLE VII Registered Agent and Address

The Registered Agent of this Corporation is: Sherry G. Hopkins, at 2707 E. Jefferson Street, Orlando, Florida 32803.

ARTICLE VIII Directors

The business of this Corporation shall be managed by the shareholder(s) of the Corporation through a separate agreement rather than by a Board of Directors.

ARTICLE IX Incorporator

The name and street address of the subscribers of these Articles of Incorporation are:

Jeffrey Lawrence Gernand 5284 Creekwood Drive Melbourne, Florida 32940

Amanda Michele Gillespie 640 S. Brevard Avenue, #1223 Cocoa Beach, Florida 32931

ARTICLE X Shareholders

No shareholder of this Corporation may sell or transfer his or her shares of stock, therein, except to another individual who is eligible to be a shareholder of this Corporation. No shareholder of this Corporation shall enter into a voting trust agreement or any other type of agreement vesting in another person the authority to exercise the voting power of any or all of his or her shares.

ARTICLE XI Action without meeting

The shareholder(s) of this Corporation may take action by written consent, without a meeting, as provided by law.

ARTICLE XII Amendment

This Corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation and/or any amendment thereto.

IN WITNESS WHEREOF, the undersigned, being the original subscriber hereto, has set his hand and seal this 9th day of January, 2014, for the purpose of forming this Corporation to do business both within and outside of the State of Florida, do make and file with the Florida Department of State, Division of Corporations, these Articles of Incorporation and certify that the facts herein stated are true.

Jeffrey Lawrence Gernand

Amanda Michele Gillespie

CERTIFICATE ACCEPTING DESIGNATION AS REGISTERED AGENT

Having been named as registered agent to accept service of process for RELIABILITY SPECTRUM ENGINEERING SOLUTIONS, INC., the undersigned hereby agrees to act in this capacity, at the address designated in these Articles of Incorporation, and affirms that he is familiar with and accepts the obligations of this position as required by Florida law.

Dated this 10th day of January, 2014.

Sherry G. Hopkins

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debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

- 4.7 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.8 COMPANY INFORMATION. Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.
- 4.9 EXCULPATION. Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.
- 4.10 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.11 RECORDS. The Member shall cause the Company to keep at its principal place of business or other location the following:
- (a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

ARTICLE V

Compensation

- 5.1 MEMBER MANAGEMENT FEE. Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 REIMBURSEMENT. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI

Bookkeeping

6.1 BOOKS. The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year or how the Member sees fit.

ARTICLE VII

Dissolution

7.1 DISSOLUTION. The Member may dissolve the LLC at any time. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signatur	Printed
Signed this Frajraay or _	<u> </u>