



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

1312070587

1312070587

December 20, 2013

SARAH L MCCURRY
WINSLOW & MCCURRY PLLC
1324 SYCAMORE SQ STE 202C
MIDLOTHIAN, VA 23113

RECEIPT

RE: PROCESS FACILITY DESIGN ENGINEERING, PLLC

ID: S483819 - 1

DCN: 13-12-12-0006

Dear Customer:

This receipt acknowledges payment of \$100.00 to cover the fee for filing articles of organization for a limited liability company with this office.

The effective date of the certificate of organization is December 20, 2013.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

RECEIPTLC
LLNCD
CISLFD



WINSLOW & MCCURRY, PLLC

1324 SYCAMORE SQUARE, SUITE 202C
MIDLOTHIAN, VA 23113
PHONE: 804.423.1382
FAC: 804.423.1383

Name Availability Done In:
Initials: Conflict with ID#:

eFile: lf
cis: lf

December 11, 2013

Virginia State Corporation Commission
Office of the Clerk
P.O. Box 1197
Richmond, Virginia 23218-1197

131212 0006

Sent Via U.S. Mail

Re: Request for Filing of Articles of Organization and Certified Copy of Articles

To Whom it may concern,

I hope this letter finds you well. Please find enclosed the original Articles of Organization for Process Facility Design Engineering, PLLC for filing.

Please also accept this letter as a request for a certified copy of the articles of organization.

Enclosed please find a check for \$105.00 to cover the filing fee - as well as a certified copy of the articles.

If you require anything further, please do not hesitate to contact me at anytime.

Best,

VS 12/26

Very truly yours,

Sarah McCurry
SARAH L. MCCURRY, Esq.

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Enclosures

CC: Client

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12/19/2013
me

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shd Encl: 70

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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, DECEMBER 20, 2013

The State Corporation Commission has found the accompanying articles submitted on behalf of

PROCESS FACILITY DESIGN ENGINEERING, PLLC

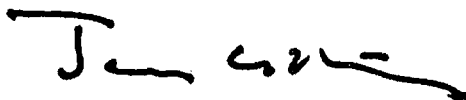
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective December 20, 2013.

STATE CORPORATION COMMISSION

By



James C. Dimitri
Commissioner

**ARTICLES OF ORGANIZATION
OF
PROCESS FACILITY DESIGN ENGINEERING, PLLC**

The undersigned, desiring to form a professional limited liability company under the provisions of Chapter 12 of Title 13.1 of the Code, hereby set forth the following:

Article I. Name. The name of the Professional Limited Liability Company (the "Company") is PROCESS FACILITY DESIGN ENGINEERING, PLLC .

Article II. Purpose. The Company is organized for the sole and specific purpose of rendering the professional services of professional engineering.

Article III. Registered Office and Agent. The post office address of the initial registered office of the Company is located within the County of Chesterfield at 1324 Sycamore Square, Suite 202c, Midlothian Virginia 23113. The initial registered agent is Sarah L. McCurry, whose business address is the same as the post office address of the initial registered office, and who is a resident of Virginia and a member of the Virginia State Bar.

Article IV. Principal Office. The principal office of the Company is located at 301 Smoketree Terrace, Richmond, VA 23236.

Article V. Duration. The duration of the Company shall be 50 years from the date a Certificate of Organization is issued with respect to these Articles of Organization.

Article VI. Written Operating Agreement. Any operating agreement entered into by the members of the Company, and any amendments or restatements thereof, shall be in writing. No oral agreement among any of the members or managers of the Company shall be deemed or construed to constitute any portion of, or otherwise affect the interpretation of, any written operating agreement of the Company, as amended and in existence from time to time.

Article VII. Indemnification and Elimination of Liability.

A. Definitions. As used in this Article, the following terms shall have the following meanings: (i) "applicant" means the person seeking indemnification pursuant to this Article; (ii) "expenses" includes counsel fees; (iii) "liability" means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding; (iv) "party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding; (v) "proceeding" means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal; (vi) "Board of Managers" means the governing body of the Company consisting of all its managers; and (vii) "members,"

“managers,” “employees,” or “agents” include past, present, and future members, managers, employees, or agents and their respective heirs, executors, and administrators.

B. Elimination of Liability for Monetary Damages. In any proceeding brought by or in the right of the Company or brought by or on behalf of its members, no manager or member shall be liable to the Company or its members for any monetary damages with respect to any transaction, occurrence, course of conduct, or otherwise, except for liability resulting from such manager's or member's having engaged in willful misconduct or a knowing violation of the criminal law, or except as otherwise expressly provided by the applicable laws of the Commonwealth of Virginia or any written operating agreement of the Company in effect from time to time.

C. Indemnification of Members and Managers. The Company shall indemnify (i) any person who was or is a party to any proceeding, including a proceeding brought by a member in the right of the Company or brought by or on behalf of members of the Company, by reason of the fact that he or she is or was a manager of the Company, or (ii) any manager who is or was serving at the request of the Company as an officer, director, member, manager, partner, or trustee of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise, against any liability incurred by the manager in connection with such proceeding unless he or she engaged in willful misconduct or a knowing violation of the criminal law. A person is considered to be serving an employee benefit plan at the Company's request if his or her duties to the Company also impose duties on, or otherwise involve services by, the person to the plan or to participants in or beneficiaries of the plan. The Board of Managers is hereby empowered, by a majority vote of a quorum of disinterested managers, to enter into a contract to indemnify any manager in respect of any proceedings arising from any act or omission, whether occurring before or after the execution of such contract.

D. Absence of Presumption. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that the applicant did not meet the standard of conduct described in Section C of this Article.

E. Determination for Indemnification. Any indemnification under Section C of this Article (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the applicant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section C of this Article. The determination shall be made: (i) by the Board of Managers by a majority vote of a quorum consisting of managers not at the time parties to the proceeding; (ii) if a quorum cannot be obtained under clause (i) of this Section, by majority vote of a committee duly designated by the Board of Managers (in which designation managers who are parties may participate), consisting solely of two or more managers not at the time parties to the proceeding; (iii) by special legal counsel (a) selected by the Board of Managers or its committee in the manner prescribed in clause (i) or (ii) of this Section, or (b) if a quorum of the Board of Managers cannot be obtained

under clause (i) of this Section and a committee cannot be designated under clause (ii) of this Section, selected by majority vote of all the managers serving on the Board of Managers, in which selection managers who are parties may participate; or (iv) by the members, but membership interests owned by or voted under the control of managers who are at the time parties to the proceeding may not be voted on the determination. Any evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is appropriate, except that if the determination is made by special legal counsel, such evaluation as to reasonableness of expenses shall be made by those entitled under clause (iii) of this Section to select counsel. Notwithstanding the foregoing, in the event there has been a change in the composition of a majority of the Board of Managers after the date of the alleged act or omission with respect to which indemnification is claimed, any determination as to indemnification and advancement or reimbursement of expenses with respect to any claim for indemnification made pursuant to this Article shall be made by special legal counsel agreed upon by the Board of Managers and the applicant. If the Board of Managers and the applicant are unable to agree upon such special legal counsel, the Board of Managers and the applicant each shall select a nominee, and the nominees shall select such special legal counsel.

F. Expenses. The Company shall pay for or reimburse the reasonable expenses incurred by any applicant who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under Section E of this Article if the applicant furnishes the Company (i) a written statement of his or her good faith belief that the applicant has met the standard of conduct described in Section C of this Article and (ii) a written undertaking, executed personally or on the applicant's behalf, to repay the advance if it is ultimately determined that the applicant did not meet such standard of conduct, which undertaking shall be an unlimited general obligation of the applicant but need not be secured and may be accepted without reference to financial ability to make repayment. Authorizations of payments under this Section shall be made by the persons specified in Section E of this Article.

G. Indemnification of Employee and Agents. The Board of Managers is hereby empowered, by majority vote of a quorum consisting of disinterested managers, to cause the Company to indemnify or contract to indemnify any person not specified in Section C of this Article who was, is, or may become a party to any proceeding by reason of the fact that he or she is or was an employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, manager, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in Section C of this Article. The provisions of Sections D through F of this Article, inclusive, shall be applicable to any indemnification provided hereafter pursuant to this Section.

H. Insurance. The Company may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and also may procure insurance, in such amounts as the Board of

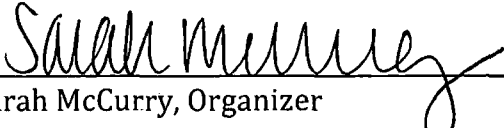
Managers may determine, on behalf of any person who is or was a manager, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, manager, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise, against any liability asserted against or incurred by him or her in any such capacity or arising from his or her status as such, whether or not the Company would have power to indemnify him or her against such liability under the provisions of this Article.

I. Nonexclusive. The indemnification expressly provided in this Article, or which may hereafter be provided pursuant to the power conferred by this Article on the Board of Managers, shall not be exclusive of (i) any right to indemnification provided or mandated by the applicable laws of the Commonwealth of Virginia, as enacted and amended from time to time, or (ii) any rights under any policies of insurance that may be purchased and maintained by the Company or others, with respect to claims, issues, or matters in relation to which the Company would not have the power to indemnify such person under the provisions of this Article. This Article shall not prevent or restrict the power of the Company to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, bylaws, or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board of Managers (whether or not any of the managers of the Company shall be a party to or beneficiary of any such agreements, bylaws, or arrangements); provided, however, that any provision of such agreements, bylaws, or other arrangements shall not be effective if and to the extent that it is determined to be contrary to the applicable laws of the Commonwealth of Virginia.

J. Amendment or Repeal; Implementation. No amendment or repeal of this Article shall have any effect on the rights provided under this Article with respect to any act or omission occurring before such amendment or repeal. The Company shall promptly take all such actions and make all such determinations as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Article and shall promptly pay or reimburse all reasonable expenses, including attorney fees, incurred by any such manager, employee, or agent in connection with such actions and determinations or proceedings of any kind arising therefrom.

K. Severability. Each provision of this Article shall be severable, and an adverse determination as to any one or more provisions of this Article shall in no way affect the validity of any remaining provisions of this Article.

Dated: December 10th, 2013


Sarah McCurry, Organizer