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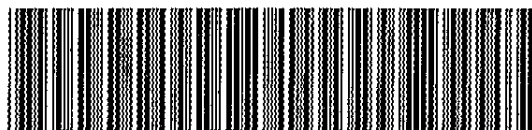
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**Amended and Restated
Articles of Organization
Of
Teksolvers, LLC**

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TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY THAT:

FIRST: These Amended and Restated Articles of Organization amend and restate in their entirety the Articles of Organization of Teksolvers, LLC, a Florida limited liability company.

SECOND: The Articles of Organization were filed with the Florida Department of State on January 30, 2001.

THIRD: The Articles of Organization filed January 30, 2001 hereby are amended and restated in their entirety, and as amended and restated, shall be and read follows:

**ARTICLE I
Name**

The name of the limited liability company (hereinafter referred to as the "Company") is "Teksolvers, LLC."

**ARTICLE II
Address**

The mailing address and street address of the principal office of the Company are: 1077 Glenharbor Circle Winter Garden, Florida 34787.

**ARTICLE III
Registered Agent**

The name and the Florida street address of the initial registered agent are: Todd Smith, 1077 Glenharbor Circle Winter Garden, Florida 34787.

**ARTICLE IV
Management**

The Company is to be managed by its members.

IN WITNESS WHEREOF, these Amended and Restated Articles of Organization have been duly executed and are being filed in accordance with Section 608.411 F.S., this 1st day of January of 2003.


Todd Smith, Sole Member

**AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

TEKSOLVERS, LLC

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03 JUN 11 PM 1:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, being the sole member (the "Member") of TEKSOLVERS, LLC, a Florida limited liability company (the "Company"), hereby adopts the following Amended and Restated Operating Agreement of the Company (the "Operating Agreement").

1. Term. The term of the Company shall be for the period stated in the Amended and Restated Articles of Organization of the Corporation (the "Articles") that were filed with the Florida Department of State January 1, 2003 unless the Member determines that the Company should be sooner liquidated and dissolved. If the Member determines that the Company should be dissolved, it will execute and file Articles of Dissolution with the Florida Department of State.

2. Purpose. The purpose of the Company is to engage in any lawful business.

3. Powers. The Company shall have all powers permitted under the Florida Limited Liability Company Act, as the same may be amended (the "Act").

4. Execution of Documents. The Member has the power to execute and deliver on behalf of the Company all annual reports, deeds, promissory notes, mortgages, security agreements and other documents and instruments which it, in its sole discretion, deems necessary or appropriate in connection with the Company remaining a limited liability company in good standing under the laws of the State of Florida, the operation of any business of the Company, the purchase, lease, sale, exchange or other acquisition or disposition of any or all Company assets and the carrying out of any purpose of the Company.

5. Registered Office and Agent. The Company shall at times maintain in the State of Florida a registered office and a registered agent at such office as required by Section 608.415 of the Act.

6. Income Tax Returns, Profits and Losses. As a TEKSOLVERS limited liability company, the Company is not required to file federal income tax returns. All income, profits, gains and losses of the Company shall be reported by the Member in its tax returns. If the Company at any time has employees, it will file any required returns for employment and unemployment and Medicare taxes.

7. Liability of the Member to the Company; Indemnification. The Member shall not be liable to the Company for any act or omission of the Member. The Company shall indemnify the Member to the fullest extent permitted under the Act should the Member be a party to any proceeding by reason of the fact that it was the member of the Company with the power to

manage its affairs. Expenses incurred by the Member in defending a civil or criminal proceeding shall be paid by the Company in advance of the final disposition of the proceeding, upon receipt of an undertaking by the Member to repay such amount if it is ultimately found by a court of competent jurisdiction not to be entitled to indemnification pursuant to the Act.

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TALLAHASSEE, FLORIDA

8. Admission of Additional Members; Amendment of Operating Agreement. If at any time the Member determines that one or more persons be admitted as additional members of the Company, their admission shall be on such terms as the Member shall determine. Prior to such admission these Operating Agreement shall be amended and restated in their entirety to deal with various issues that need not be addressed while the Member is the sole member of the Company.

9. Amendment and Restatement of Existing Operating Agreement. This Agreement amends and restates in entirety the Operating Agreement of the Company adopted at or about the time of the Company's initial formation, effective as of January 1, 2003.

Executed this 1st day of January 2003.


Todd Smith, Sole Member

Assignment of LLC Membership Interest

FILED

THIS ASSIGNMENT OF LLC MEMBERSHIP INTEREST (this "Assignment"), is made this 1st day of January 2003 by and between Benita Smith (the "Assignor"), and Todd Smith, her husband (the "Assignee").

WHEREAS, the Assignor is the owner of a 99% Membership Interest (the "Membership Interest") in Teksolvers, LLC, a Florida limited liability company (the "Company");

WHEREAS, the Assignor desires by this Assignment to assign to the Assignee all of her Membership Interest to Assignee, and the Assignee desires by this Assignment to accept the same,

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignee to the Assignor of the sum of ninety nine dollars (\$99.00), and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

The Assignor assigns to the Assignee and the Assignee accepts and assumes from the Assignor (a) the Membership Interest, and (b) any and all right, title, and interest which the Assignor has in and to any of the Company's assets, with respect to the Membership Interest so assigned.

IN WITNESS WHEREOF, each party hereto has executed this Assignment or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

By:


Benita Smith

By:


Todd Smith