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Division of Corporations

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# Florida Department of State

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# LIMITED LIABILITY AMENDMENT

F2 TECHNOLOGIES, LLC

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# AMENDED AND RESTATED

## ARTICLES OF ORGANIZATION

OF

#### F2 TECHNOLOGIES, LLC

The undersigned, the sole Member of F2 TECHNOLOGIES, LLC, under the Florida Limited Liability Company Act, Chapter 608, Fla. Stat., adopts the following Amended and Restated Articles of Organization, which amend and restate and supersede the Articles of Organization of F2 TECHNOLOGIES, LLC:

- 1. The name of the limited liability company is F2 TECHNOLOGIES, LLC
- 2. The original Articles of Organization of F2 TECHNOLOGIES, LLC were filed with the Florida Secretary of State on September 21, 2005.
- 3. The Amended and Restated Articles of Organization of F2 TECHNOLOGIES, LLC were duly executed and are being filed in accordance with Florida Statutes Section 608.411.
- 4. The Amended and Restated Articles of Organization of F2 TECHNOLOGIES, LLC are as follows:

# ARTICLE I - Name:

The name of the limited liability company is F2 TECHNOLOGIES, LLC (the "Company

#### ARTICLE II - Address:

The mailing address and street address of the principal office of the limited liability company is 7209 International Drive, Orlando, Florida 32819.

## ARTICLE III - Duration:

The period of duration for the Company shall be perpetual, unless dissolved in accordance with the terms of the Operating Agreement of the Company.

### **ARTICLE IV - Management:**

The Company is to be managed by its Members, unless and until one or more managers are elected in accordance with the Operating Agreement of the Company, in which case the

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Company shall be managed by one or more managers. The managers, if any, shall be elected as described in the Operating Agreement.

#### ARTICLE V - Admission of Additional Members:

The Company shall admit new Members only in accordance with the Operating Agreement of the Company.

## ARTICLE VI - Adoption of Operating Agreement:

The Company shall adopt an Operating Agreement for the Company, which Operating Agreement may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with these Articles of Organization, or Chapter 608, Fla. Stat.

#### ARTICLE VII - Registered Agent and Office:

The current registered agent for the Company is Ronald E. Dowdy and the street address of the Company's initial registered office is 7209 International Drive, Orlando, Florida 32819.

# ARTICLE VIII - Amendments:

The Company reserves the right to amend any provision of these Articles of Organization, which amendment shall only be effectuated in accordance with the terms of the Operating Agreement of the Company.

#### ARTICLE IX - Indemnification:

Each individual or entity who is or was a member or manager of the Company (and the herrs, executor, personal representatives, administrators, successors or assigns of such individual or entity) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a member or manager of the Company ("Indemnitee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. Further, each individual or entity who is or was an officer of the Company (and the heirs, executor, personal representatives, administrators, successors or assigns of such individual or entity) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an officer of the Company ("Indemnitee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition, each individual or entity who is or was counsel or in-house attorney to the Company (and the heirs, executor, personal representatives, administrators, successors or assigns of such individual or entity) who was or is made a party to, or is involved in any threatened, pending or completed

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action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was counsel or in-house attorney the Company ("Indemnitee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in this Article, an Indemnitee shall also be entitled to have paid directly by the Company the expenses reasonably incurred in defending any such proceeding against such Indemnitee in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended. The rights and authorized by conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization or the Operating Agreement of the Company, agreement, vote of Members or otherwise. Any repeal or amondment of this Article by the Members of the Company shall not adversely affect any right or protection of a member, manager or officer existing at the time of such repeal or amendment.

#### ARTICLE X -- Continuation of Business:

Unless dissolved in accordance with the Company's Operating Agreement, the remaining members thall continue the business of the Company, which shall not be dissolved, upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member.

erry Poote, Manager

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