

L130000066414

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

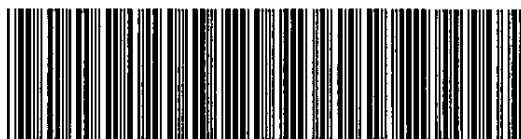
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

*Amend
Reissues*

Office Use Only



000250757140

08/20/13--01013--034 **25.00

2013 AUG 20 AM 9:05
J. SAULSBERRY
EXAMINER

J. SAULSBERRY
EXAMINER
AUG 22 2013

LAW OFFICES
ROBERT E. O'CONNELL, P.A.
reo@reo-law.com

ROBERT E. O'CONNELL, ESQ.*

***Board Certified-Aviation Law**

Broward
4100 N. Powerline Road, Ste. E-5
Pompano Beach, Florida 33073
Tel: 954-532-4837
Fax: 954-977-7676

Mail to Broward Office
Direct Line: 954-532-4837

Palm Beach
2385 NW Executive Center Dr.,
Ste. 100
Boca Raton, Florida 33431
Tel: 561-999-3250
Fax: 954-977-7676

August 16, 2013

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Cloud Technology Consulting Group, LLC, a Florida LLC

Dear Registrar:

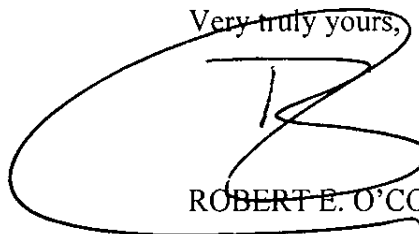
I am submitting for filing the attached Amended and Restated Articles of Organization of Cloud Technology Consulting Group, LLC along with a check payable to the Florida Department of State in the amount of \$25.00.

Please return all correspondence concerning this matter to Robert E. O'Connell, Esq., the attorney and registered agent for the above company at the following address:

Robert E. O'Connell, Esq.
2385 NW Executive Center Drive
Suite 100
Boca Raton, Florida 33431
email: reo@reo-law.com

For further information concerning this matter, please call Robert E. O'Connell, at 561-999-3250

Very truly yours,



ROBERT E. O'CONNELL

Enclosure

2013 AUG 20 AM 9:05
STATE
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
CLOUD TECHNOLOGY CONSULTING GROUP, LLC
A Florida Limited Liability Company**

2013 AUG 20 AM 9:05
NOTARIAL PUBLIC
STATE OF FLORIDA

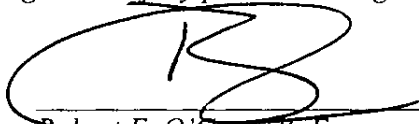
**ARTICLE I
NAME**

The name of this limited liability company is **"CLOUD TECHNOLOGY CONSULTING GROUP, LLC"**, and is referred to in these Amended and Restated Articles of Organization as the "Company."

**ARTICLE II
PRINCIPAL OFFICE AND REGISTERED AGENT**

The principal office of the Company both physically and for mail purposes is 4498 Sanctuary Lane Boca Raton, FL 33431. The Company's registered agent is Robert E. O'Connell, Esq., whose office is at 2385 NW Executive Center Dr., Ste. 100, Boca Raton, Florida 33431.

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 as provided for in Chapter 608, Florida Statutes.



Robert E. O'Connell, Esq. as registered agent

**ARTICLE III
EFFECTIVE DATE AND DURATION**

The effective date of this Company is May 5, 2013. The Company is to exist perpetually, unless dissolved earlier.

2013 AUG 20 11:05
FALLS CHURCH, VIRGINIA

**ARTICLE IV
ORGANIZER**

The organizers of the Company are Haydar Haba and Frank M. Fawzi, who are natural persons over twenty-one (21) years of age.

**ARTICLE V
PURPOSE AND POWERS**

This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose.

**ARTICLE VI
MANAGEMENT BY MANAGER**

Section 6.01 Designation of Manager

(a) Manager. The Company will be managed by Haydar Haba and Frank M. Fawzi, who will serve until either removal by the members or resignation.

(b) Removal. The members may remove a manager, without having to possess, state, or prove cause by

(i) a vote of members holding more than fifty percent (50%) of the voting power of all membership interests, excluding any voting power held by the manager whose removal is sought. The vote must be taken at a properly scheduled meeting of the members, and a manager whose removal is sought may not vote, or

(ii) written consent of members holding more than fifty percent (50%) of the voting power of all membership interests, excluding any voting power held by the manager whose removal is sought.

The removal of a manager without stating or proving cause does not bar a later claim that the manager engaged in misconduct while a manager.

(c) Resignation. A manager resigns by providing written notice to all members, using the means of notice stated in the Company's operating agreement for giving notice to members. If the operating agreement does not specify a means of giving notice, the manager must give notice by a means sufficient under §608.463, Florida Statutes. The resignation takes effect ten (10) days after the date the manager gives notice to all members, or at a later date stated in the notice of resignation. If the Company's operating agreement prohibits the manager from resigning, the manager's resignation is nonetheless effective, but the manager will be liable to the Company for breach of the operating agreement.

(d) Interim Management. Once the resignation of a manager is effective or the members remove the manager, the Company may be managed by the remaining managers or an interim manager chosen with the unanimous consent of the members, until the members choose a replacement a manager as provided in Section 6.01(e).

(e) Replacement Manager. The members will elect a replacement manager at a properly scheduled meeting of the members. The vote of members holding more than fifty percent (50%) of the voting power of all membership interests is necessary to elect a replacement manager. In the case of the removal of a manager under Section 6.01(b)(i), the same meeting that votes removal may also elect a replacement manager. Once elected, the replacement manager will have all of the powers and duties of the initial manager.

Section 6.02 Authority of the Manager

Unless otherwise specified in the operating agreement, the managers have authority to manage the Company and are authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company's business. This provision does not alter or waive any duty that a manager may have to the Company concerning the manager's exercise of management authority.

Section 6.03 Non-liability of Manager for Acts or Omissions in Official Capacity

The manager is released from liability for damages and other monetary relief to the full extent permitted by §608.4227 and §608.4228, Florida Statutes. This release does not protect a manager who is

also a member from being required by a court to purchase the membership interest of a member who successfully contends that the manager-member has committed actionable oppressive acts. No amendment or repeal of this section affects any liability or alleged liability of the Manager for any acts, omissions, or conduct that occurred prior to the amendment or repeal.

Section 6.04 No Authority of Members

Except as authorized by the managers, no member is an agent of the Company or has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

ARTICLE VII IDENTIFICATION OF MANAGERS

The name and address of the managing members ("MGRM") of the Company are:

Haydar Haba
2970 Privet Drive, Hillsborough, CA 94010

Frank M. Fawzi
4498 Sanctuary Lane, Boca Raton, FL 33431

ARTICLE VIII CONTRIBUTIONS

Section 8.01 Contributions Made

The members in the aggregate have contributed to the Company the following property:

Cash, equipment, furniture, technology and personnel.

ARTICLE IX ADMISSION OF NEW MEMBERS

The Company may admit new members as provided in the Company's operating agreement.

2013 AUG 20 AM 9:05
NOT A PUBLIC OFFICE
FILED

ARTICLE X DISSOLUTION

Section 10.01 Dissolution Upon the Occurrence of Specified Events

The occurrence of any of the following events or conditions will cause the Company to dissolve automatically:

(a) Upon the occurrence of events specified in these Amended and Restated Articles of Organization or the operating agreement;

(b) Unless otherwise provided in these Amended and Restated Articles of Organization or the operating agreement, upon the written consent of all of the members of the Company;

(c) At any time there are no members; however, unless otherwise provided in these Amended and Restated Articles of Organization or the operating agreement, the Company is not dissolved and is not required to be wound up if, within ninety (90) days, or such other period as provided in these Amended and Restated Articles of Organization or the operating agreement, after the occurrence of the event that terminated the continued membership of the last remaining member, the personal or other legal representative of the last remaining member agrees in writing to continue the Company and agrees to the admission of the personal representative of such member or its nominee or designee to the Company as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member; or,

(d) Unless otherwise provided in these Amended and Restated Articles of Organization or the operating agreement, on application by or for a member, a circuit court may order dissolution of the Company if it is established by a preponderance of the evidence that it is not reasonably practicable to carry on the business of the Company in conformity with these Amended and Restated Articles of Organization or the operating agreement.

2013 AUG 20 AM 9:05
F. H. H.

Section 10.02 Dissolution and Dissolution Avoidance Following the Dissociation of a Member

(b) Means of Avoiding Dissolution Following Member Dissociation.

(ii) In addition to any means for avoiding dissolution provided by statute, dissolution is avoided upon the dissociation of a member if, within thirty (30) days of the dissociation, consent to avoid dissolution is obtained from a majority in interest of the remaining members. The consent may be by vote, at a properly called member meeting, or in writing.

If a provision of these Amended and Restated Articles of Organization differs from a provision of the Company's operating agreement, then, to the extent allowed by law, the operating agreement will govern.

Section 12.01 Definitions

For purposes of this article, the terms defined in this section have the meanings given them.

2013 AUG 20 AM 9: 06
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-20-2013 BY [REDACTED]

(a) "Company" includes any domestic or foreign company that was the predecessor of this Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Official capacity" means (i) with respect to a manager, the position of manager in the Company, (ii) with respect to a person other than a manager, the elective or appointive office or position held by an officer, member of a committee of the Management Committee, if any, or the efforts undertaken by a Member of the Company who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company, and (iii) with respect to a manager, member officer, employee, or agent of the Company who, while a manager, officer, employee, or agent of the Company, is or was serving at the request of the Company or whose duties in that position involve or involved service as a manager, officer, partner, trustee, or agent of another organization or employee benefit plan, the position of that person as a manager, officer, partner, trustee, employee, or agent, as the case may be, of the other organization or employee benefit plan.

(c) "Proceeding" means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or on the right of the Company.

(d) "Special legal counsel" means counsel who has not represented the Company, or a related company, or a manager, officer, member of a committee of the Management Committee, if any, employee, or agent whose indemnification is in issue.

Section 12.02 Mandatory Indemnification; Standard

(a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in

2013 JUN 20 AM 9:05
STATE
CLERK

connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person:

(i) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

(ii) acted in good faith;

(iii) received no improper personal benefit;

(iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and

(v) in the case of acts or omissions occurring in the official capacity described in Section 12.01(b)(i) or Section 12.01 (b)(ii), reasonably believed that the conduct was in the best interests of the Company, or in the case of acts or omissions occurring in the official capacity described in Section 12.01(b)(iii), reasonably believed that the conduct was not opposed to the best interests of the Company. If the person's acts or omissions complained of in the proceeding relate to conduct as a manager, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the Company if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.

(b) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth in this Section 12.02.

Section 12.03 Advances

If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable

2013 AUG 20 9:05
FBI
FBI
FBI

expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding,

(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 12.02 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied, and

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this article.

The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

Section 12.04 Reimbursement to Witness

Subject to the qualification under the standards described in Section 12.02, the Company will reimburse expenses, including attorney fees and disbursements, incurred by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

Section 12.05 Determination of Eligibility

(a) All determinations as to whether indemnification of a person is required because the criteria stated in Section 12.02 have been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 12.03 will be made:

- (i) by the manager, who is not at the time a party to the proceeding;
- (ii) if the manager is at the time a party to the proceeding, then by special legal counsel, selected by the manager;

2013 AUG 20 AM 9:05
J. L. F. L.
SECRET
OFFICE OF THE ATTORNEY GENERAL

(iii) if a determination is not made under clauses (i) or (ii), by the members, excluding the votes held by parties to the proceedings; or

(iv) if an adverse determination is made under clauses (i) through (iii) or under paragraph (b), or if no determination is made under clauses (i) through (iii) or under paragraph (b), within sixty (60) days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, by a court in the state of Florida, which may be the same court in which the proceeding involving the person's liability is taking or has taken place, upon application of the person and any notice the court requires.

(b) With respect to a person who is not, and was not at the time of the acts or omissions complained of in the proceedings, a manager, officer, or person possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Company, the determination whether indemnification of this person is required because the criteria set forth in Section 12.02 have been satisfied and whether this person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 12.03 may be made by the manager.

Section 12.06 Insurance

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

Section 12.07 Disclosure

The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the Required Records.

FILED
2013 AUG 20 AM 9:05
CLERK OF DISTRICT COURT
JANUARY 2, 2014

Section 12.06 Insurance

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

Section 12.07 Disclosure

The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the Required Records.

Section 12.08 Discretionary Indemnification of Others

Nothing in this Article XII limits the ability of the Management Committee to cause the Company to indemnify any person or entity not described in this Article XII pursuant to and to the extent described in, an agreement authorized by an act of the manager.

Executed this 17 day of July, 2013.

BY:

Habba
HAYDAR HABA, "MGRM"

Frank M. Fawzi
FRANK M. FAWZI, "MGRM"

2013 AUG 20 AM 9:05
2013 AUG 20 AM 9:05
2013 AUG 20 AM 9:05