

**FOR PROFIT CORPORATION  
UNIFORM BUSINESS REPORT (UBR)**

**FILED**  
**May 14, 2002 8:00 am**  
**Secretary of State**

05-14-2002 90353 041 \*\*\*150.00

DOCUMENT # **FD1000001555**

1. Entity Name

**OPTIONS TALENT, INC.**

**(NC) W**

**DO NOT WRITE IN THIS SPACE**

2. Principal Place of Business

**7001 LAKE ELENOR DR.**

Suite, Apt. #, etc.

3. Mailing Address

**7001 LAKE ELENOR DR.**

Suite, Apt. #, etc.

DO NOT WRITE IN THIS SPACE

City & State

**ORLANDO, FL**

City & State

**ORLANDO, FL**

4. FEI Number

**52-2261698**

Applied For

Not Applicable

Zip

**32809**

Country

**USA**

Zip

**32809**

Country

**USA**

5. Certificate of Status Desired ☐

**\$8.75** Additional  
Fee Required

7. Name and Address of Current Registered Agent

Name

**CT CORPORATION SYSTEM**

Street Address (P.O. Box Number is Not Acceptable)

**1200 SOUTH PINE ISLAND RD.**

City

**PLANTATION**

**FL**

Zip Code

**33324**

**DO NOT WRITE  
IN THIS SPACE**

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE

Signature, typed or printed name of registered agent and title if applicable.

(NOTE: Registered Agent signature required when reinstating)

DATE

9. This corporation is eligible to satisfy its intangible  
Tax filing requirement and elects to do so.  
(See criteria on back) ☐

**January 1 - May 1 Fee is \$150.00**  
**After May 1, Fee is \$550.00**  
**Amended UBR is \$61.25**  
**Make Check Payable to Department of State**

10. Election Campaign Financing  
Trust Fund Contribution. ☐

**\$5.00** May Be  
Added to Fees

11. OFFICERS AND DIRECTORS

TITLE	<b>P/STD</b>
NAME	<b>MARK TOLNER</b>
STREET ADDRESS	<b>7001 LAKE ELENOR DR.</b>
CITY- ST- ZIP	<b>ORLANDO, FL 32809</b>
TITLE	<b>D/CHIEF FINANCIAL OFFICER /VP</b>
NAME	<b>PAUL GLOVER</b>
STREET ADDRESS	<b>7001 LAKE ELENOR DR.</b>
CITY- ST- ZIP	<b>ORLANDO, FL 32809</b>
TITLE	<b>VP/D</b>
NAME	<b>THOMAS WEINARD</b>
STREET ADDRESS	<b>7001 LAKE ELENOR DR.</b>
CITY- ST- ZIP	<b>ORLANDO, FL 32809</b>
TITLE	<b>VP/CHIEF OPERATING OFFICER</b>
NAME	<b>NEIL MUSKAPF</b>
STREET ADDRESS	<b>7001 LAKE ELENOR DR.</b>
CITY- ST- ZIP	<b>ORLANDO, FL 32809</b>
TITLE	<b>D</b>
NAME	<b>MOHAMMED HADID</b>
STREET ADDRESS	<b>1801 CENTURY PARK EAST, 23<sup>RD</sup> FLOOR</b>
CITY- ST- ZIP	<b>LOS ANGELES, CA 90067</b>
TITLE	<b>D</b>
NAME	<b>RAFIAH KASHMIRI</b>
STREET ADDRESS	<b>16650 ROYAL PALM DR.</b>
CITY- ST- ZIP	<b>GRAVELAND, FL 34736</b>

TITLE  
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CITY- ST- ZIP

**DO NOT WRITE  
IN THIS SPACE**

13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 11 or on an attachment with an address, with all other like empowered.

SIGNATURE:

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

**MARK TOLNER**

**18 Feb 2002**

**407 240 1656**


Date

Daytime Phone #


CR2E034B (12/01)

Attachment # 70100 0001555/1058259

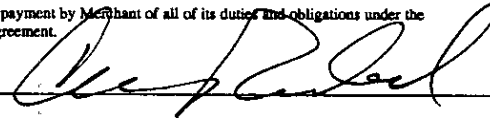
- C. **Exclusivity.** During the initial and any renewal term of this Agreement, you will not enter into an agreement with any other entity that provides credit card or debit card processing services similar to those provided by NOVA and Member as contemplated by this Agreement without NOVA's written consent.
- D. **Construction.** Any alteration or strikeover in the text of this pre-printed Agreement will have no binding effect and will not be deemed to amend this Agreement. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.
- E. **Assignability.** This Agreement may be assigned by Member or NOVA, but may not be assigned by Merchant, directly or by operation of law, without the prior written consent of Member and NOVA. If you nevertheless assign this Agreement without NOVA's consent, the Agreement will be binding on the assignee. If you sell your business and the new owners incur chargebacks, the original owner and all original guarantors will be held personally liable for all chargebacks and any other liabilities of the new owners.
- F. **Arbitration.** All claims or controversies, or other matters in question, between the parties arising out of or related to this Agreement or the relationship between the parties that are not otherwise settled by agreement of parties will be submitted to and decided by arbitration held in Atlanta, Georgia in accordance with the rules of the American Arbitration Association. The arbitrator will have the authority to award any remedy or relief that a court in Georgia could order or grant including, without limitation, specific performance, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process. The parties agree that anything communicated, exchanged, said, done or occurring in the course of the arbitration, including any private caucus between the arbitrator and any party before or after any joint arbitration session, will be kept confidential. The parties agree that the underlying Agreement between the parties involves interstate commerce and that, notwithstanding the choice of law provision in Section 16.B, any arbitration shall be governed by the Federal Arbitration Act.
- G. **Notices.** Any written notice under this Agreement will be deemed given upon the earlier of: (i) actual receipt or (ii) five days after being deposited in the United States mail, and addressed, if to NOVA, to: 7300 Chapman Highway, Knoxville, TN 37920, and if to the other parties: to the last address shown on the records of the sender.
- H. **Bankruptcy.** You will immediately notify Member and NOVA of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against Merchant or any of its principals. You will include Member and NOVA on the list and matrix of creditors as filed with the Bankruptcy Court, whether or not a claim may exist at the time of filing, and failure to do so will be cause for immediate termination of this Agreement or any other action available to NOVA under applicable Rules or Law. You acknowledge that this Agreement constitutes an executory contract to make a loan, or extend other debt financing or financial accommodations to or for the benefit of you, and, as such, cannot be assumed or assigned in the event of your bankruptcy.
- I. **Attorneys' Fees.** Merchant will be liable for and will indemnify and reimburse Member and NOVA for all attorneys' fees and other costs and expenses paid or incurred by Member and NOVA in the enforcement of this Agreement, or in collecting any amounts due from Merchant to Member or NOVA or resulting from any breach by Merchant of this Agreement.
- J. **Customer Contact.** You authorize Member and NOVA to contact your customers or their Card issuing banks if Member or Nova determines that such contact is necessary to find out information about any Card transaction between you and the customer.
- K. **Amendments.** Member and NOVA may propose amendments or additions to this Agreement. Member or NOVA will inform you of a proposed change in a periodic statement or other written notice. You will be deemed to have agreed to the change if you continue to present transactions to Member and NOVA after 30 days following the mailing of the notice. Notwithstanding the previous sentence, changes to fees authorized by this Agreement will be effective upon notice to you, unless a later effective date is provided. Further, NOVA is entitled to pass through to you any fee increases imposed by Visa, MasterCard, or telecommunication vendors without giving you the right to terminate this Agreement.
- L. **Severability and Waiver.** If any provision of this Agreement is illegal, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Neither the failure nor delay by NOVA or Member to exercise, or partial exercise of, any right under this Agreement will operate as a waiver or estoppel of such right, nor shall it amend this Agreement. All waivers must be signed by NOVA and Member.
- M. **Independent Contractors.** NOVA, Member and Merchant will be deemed independent contractors and none will be considered agent, joint venturer or partner of the other except as provided in Section 6.0 and 7.A (ii).
- N. **Survival.** All provisions of this Agreement that by their context are intended to survive termination including, but not limited to, Sections 4.A, 4.B, 4.C, 6, 7, 8, 9, 11.C, 13.C, 15, 16.B, and 16.I, will survive termination of this Agreement.

Merchant  PRESIDENT - MARK TOLNER

Signature of Owner/Officer/General Partner/LLC Manager or Member  
MARK TOLNER 2/15/02  
Printed Name Title Date

  
Signature of Owner/Officer/General Partner/LLC Manager or Member  
OWEN RANDALL OWNER 2/15/02  
Printed Name Title Date

Personal Guarantee  
The person(s) signing below unconditionally and irrevocably personally guarantee the full and faithful performance and payment by Merchant of all of its duties and obligations under the Merchant Agreement during the term of the Agreement and after termination, in accordance with Section 11.C of the Agreement.

Name OWEN RANDALL Signature  Date 2/15/02  
(Print)

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Print)


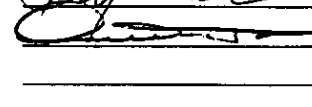
FOR OFFICE USE ONLY:

NOVA Information Systems, Inc. First Union National Bank

Signature	Title	Date	Signature	Title	Date
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Corporate Resolution  
I certify that I hold the office indicated below of Merchant and am the keeper of the records of that company, organized and existing under the laws of the state indicated below and that the following is a correct copy of certain resolutions adopted at a meeting of the board of directors/general partnership/manager or members of a limited liability company [circle one] in accordance with the by-laws of the company held on the \_\_\_\_ day of \_\_\_\_ (month), \_\_\_\_ (year):

- Resolved, that any one of the following officers of the company is authorized to:  
A) execute on behalf of this company a Merchant Processing Agreement with NOVA Information Systems, Inc. ("NOVA") and First Union National Bank, and any supplemental agreements amending that agreement;  
B) execute any document requested from time to time by NOVA or Member to be executed by this company in furtherance of the Merchant Processing Agreement;  
C) perform all acts that NOVA or Member may deem necessary to carry out the intent of the Merchant Processing Agreement and these Resolutions.
- Resolved, that the Merchant Processing Agreement is ratified and approved;
- Resolved, that NOVA and First Union National Bank are authorized to rely upon this Corporate Resolution until advised in writing by a like certification of any changes and are authorized to rely on such changed certification.

Name (Print)	Title	Signature
PAUL GLOVER	CHIEF FINANCIAL OFFICER	
MARK TOLNER	PRESIDENT	

Secretary/Officer/Non-Member Manager (LLC)/Member (LLC)/General Partner/Owner  
(circle one)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_ State in which Merchant is organized: \_\_\_\_\_