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ACCOUNT NO. : 072100000032

REFERENCE : 466230 7132832

AUTHORIZATION :

COST LIMIT : \$ 285.00

ORDER DATE : July 17, 1997

ORDER TIME : 3:03 PM

ORDER NO. : 466230-005

CUSTOMER NO: 7132832

CUSTOMER: Mr. Larry Fortman  
FIRST TELESERVICES CORP.

Suite 264  
120 International Parkway  
Heathrow, FL 32746

600002240946--4

DOMESTIC FILING

NAME: FIRST TELESERVICES CALLING  
CENTER, L.C.

EFFECTIVE DATE:

☒ ARTICLES OF INCORPORATION  
☐ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY  
☒ PLAIN STAMPED COPY  
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Gail L. Shelby

EXAMINER'S INITIALS: \_\_\_\_\_

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BN JUL 18 1997

FILED  
JUL 17 AM 9:43  
TALLAHASSEE STATE  
199A

**ARTICLES OF ORGANIZATION OF  
FIRST TELESERVICES CALLING CENTER, L.C.**

We, the undersigned persons competent to contract, hereby organize and form a limited liability company under and pursuant to Chapter 608, Florida Statutes (the "Act") as follows:

**ARTICLE 1.**

**Name of Limited Liability Company**

The name of this limited liability company shall be First TeleServices Calling Center, L.C.

**ARTICLE 2.**

**Period of Duration**

The existence of the Company shall be perpetual from the date of filing these Articles with the Department of State unless terminated by vote of the members.

**ARTICLE 3.**

**Purpose**

The Company is organized for the purpose of transacting any and all lawful business which limited liability companies may transact pursuant to Chapter 608, Florida Statutes.

**ARTICLE 4.**

**Place of Business and Registered Agent**

The street address of the initial business office of the Company is 120 International Parkway, Suite 264, Orlando, Florida 32746, and the name and address of the initial registered agent of the Company is Gary Walk, 500 S. Australian Avenue, 10th Floor, West Palm Beach, Florida 33401. The Company shall have the privilege of having offices at other places within or without the

State of Florida and within or without the United States of America. The Company may, at its discretion, at any time, change the address of its place of business.

#### ARTICLE 5.

##### Investment in Company

The total amount of cash to be contributed to the Company upon its formation is One Hundred Dollars (\$100.00), which is to be contributed by the members of the Company in the amounts set forth in the Regulations of the Company. No property other than cash shall be contributed initially.

#### ARTICLE 6.

##### Additional Contributions

If additional funds are required at any time for any proper purpose, the same may, in the discretion of the Manager, be contributed by the Members in proportion to their percentage interests as provided in the Regulations of the Company or borrowed from any Member as a "Member's Loan." Such Member's Loan shall bear interest at a rate one percentage point above the "prime," "base" or "reference" rate charged by Citibank, N.A. from time to time. No Member shall be liable for the repayment of any Member's Loans, which shall be paid solely out of available cash of the Company before any allocation or distribution to the Members. Additional funds may also, in the discretion of the Manager, be raised by the sale of additional interests in the Company at any time and upon such terms and conditions as the Manager shall determine. Upon the issuance of such additional interests to new Members, the percentage interests of the then Members shall be

reduced pro rata. All persons hereafter becoming Members shall execute a counterpart of this Agreement.

**ARTICLE 7.**

**Additional Members**

Additional members may be admitted to the Company upon such terms and conditions as shall be established by the Manager.

**ARTICLE 8.**

**Continuation of Business**

The remaining members of the Company shall have the right to continue the business of the Company on the death, retirement, resignation, expulsion, bankruptcy or dissolution of any member or upon the occurrence of any other event which terminates the continued membership of a member in the Company.

**ARTICLE 9.**

**Management**

Management of the Company is reserved to First TeleServices Corp., one of the members, which shall serve as the manager of this Company until such time as another manager is designated in accordance with the Regulations. First TeleServices Corp.'s address is 120 International Parkway, Suite 264 Orlando, Florida 32746.

**ARTICLE 10.**

**Indemnification of Members and Manager**

The Company shall, to the extent of the assets of the Company, and to the fullest extent permitted under the Act, indemnify and same harmless, and advance expenses to, the Manager and the

Members, their successors and assigns from any loss, claim, damage, liability, cost or expense (including without limitation the period prior to the commencement of the term of the Company, paid or incurred by them in connection with acting as a Manager or Member of the performance of their duties hereunder, if any, or in furtherance of the business of the Company, including without limitation any liabilities for breach of duty in any capacity, except to the extent that such loss, claim, damage, liability, cost or expense is determined to be caused by a violation of the material provisions of these Articles of Organization, or willful misconduct of gross negligence of any Manager or Member or except as they may have expressly undertaken to bear hereunder.

#### ARTICLE 11.

##### Substitution of Members

The interest of the initial members of the Company may be transferred or assigned to third parties who shall be successor members in their place and stead.

#### ARTICLE 12.

##### Counterparts

These Articles may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same instrument and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart. Multiple signature and notary pages for the members may be attached to a counterpart of these Articles.

In witness of the foregoing, we have hereunto set our hands  
and seals this 15 day of JULY, 1997.

FIRST TELESERVICES CORP.

By [Signature]

Its: President

OXFORD FINANCIAL GROUP, INC.

By [Signature]

Its: President


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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM  
PROCESS MAY BE SERVED.**

In pursuance of Chapter 608, Florida Statutes, the following  
is submitted, in compliance with said Act:

That First TeleServices Calling Center, L.C., desiring to  
organize as a limited liability company under the laws of the State  
of Florida with its principal office as indicated in the Articles  
of Organization, has named Gary Walk, with an address at 500 S.  
Australian Avenue, 10th Floor, West Palm Beach, Florida 33401, as  
its agent to accept service of process within this state.

FIRST TELESERVICES CALLING CENTER, L.C.  
By First TeleServices Corp., its Manager

BY   
Its: PRESIDENT

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the above  
stated limited liability company, at the place designated in this  
certificate, I hereby accept to act in this capacity, and agree to  
comply with the provision of said Act relative to keeping open said  
office.

  
Gary Walk

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FILED  
JUL 17 AM 9:43  
TALLAHASSEE, FLORIDA

AFFIDAVIT

STATE OF FLORIDA       )  
                              )  
COUNTY OF SEMINOLE    )   SS.

Before me, a Notary Public duly authorized to administer oaths and take acknowledgments in the County and State aforesaid, personally came and appeared LARRY FORTMAN, who being by me first duly sworn, deposed and stated:

1. I am PRESIDENT of First TeleServices Corp., a member of First TeleServices Calling Center, L.C., a Florida limited liability company in formation ("the Limited Liability Company").

2. The Limited Liability Company has at least two members.

3. The total amount of cash contributed by the members as of the date hereof is One Hundred Dollars (\$100.00).

4. The agreed value of property other than cash contributed by the members is \$0.00, and no property other than cash is anticipated to be contributed by the members.

5. No additional amounts are anticipated to be contributed by the current members of the Limited Liability Company. It is anticipated that future members will make additional contributions to the Limited Liability Company in amounts which are undetermined at this time.

Sworn to and subscribed before me by LARRY FORTMAN, who is personally known to me this 15 day of JULY, 1997.

HELEN GITTENS  
Helen Gittens (Printed Name)  
Notary Public  
State of Florida at large  
Commission No. CC485013

My commission expires: MAY 17, 1999

