

L99000005672

GCPHONE, L.L.C.
2526 22nd Street North
St. Petersburg, FL 33713

August 30, 1999

Via Regular Mail

Secretary of State
Post Office Box 6327
Tallahassee, FL 32314

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***285.00 ***285.00

RE: GCPHONE, L.L.C.

Dear Secretary of State:

Enclosed please find the following documents for filing the above-referenced limited liability company:

1. Articles of Organization.
2. Operation Agreement and Regulations.
3. Affidavit.

Also enclosed is our check #1017 in the amount of \$285.00 which represents payment of the filing fee. A self-addressed, stamped envelope has been enclosed for your convenience in returning the filed documents to my attorney. Should you have any further questions, please do not hesitate to contact me.

Very truly yours,

Charles P. Caravana
CHARLES P. CARAVANA

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ARTICLES OF ORGANIZATION

OF

GCPHONE, L.L.C.

ARTICLE I.

The name of this limited liability company is **GCPHONE, L.L.C.**

ARTICLE II.

This limited liability company shall exist for a period of fifty (50) years measured from the date of filing these Articles of Organization with the Florida Secretary of State.

ARTICLE III.

This limited liability company is created both for any lawful purpose (except that special statutes for the regulation and control of specific types of businesses shall control when in conflict herewith) and for the purpose of international telecommunications and Internet service for the benefit of the public and such other related business as may be agreed on by its members.

ARTICLE IV.

The mailing and street address of the principal office of the limited liability company shall be 2526 22nd Street North, St. Petersburg, FL 33713. The name and address of the initial registered agent of the limited liability company shall be Charles P. Caravana, 2526 22nd Street North, St. Petersburg, FL 33713

ARTICLES V.

The initial members of the limited liability company shall have the right to admit additional members upon the following terms and conditions:

1. Said members must wish to associate themselves with the limited liability company for the business purposes stated; and
2. Said members must pay an initial capital contribution in an amount to be established by the existing members.
3. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a member of this limited liability company, or the occurrence of any other event which

terminates the continued membership of a member in the limited liability company shall not result in the dissolution of this limited liability company. Rather, the remaining members of the limited liability company shall have the right to continue the business of the limited liability company notwithstanding the foregoing events.

4. No person or entity can become a member of the limited liability company without the consent of all the members. If an existing member transfers his or her interest in the limited liability company without the unanimous consent of all members, the transfer is *void ad initio*.

ARTICLE VI.

The management of the limited liability company shall be vested in a manager who shall be elected annually by the members in a manner prescribed by and provided for in the regulations of the limited liability company. The manager shall also hold the offices and shall have the responsibilities accorded to it by the members and as set out in the regulations of the limited liability company. The name and address of the initial manager which is to serve as manager until the first annual meeting of the members or until its successor is elected and qualified is Charles P. Caravana.

The management of the limited liability company shall be vested in the members. The names and addresses of the members are:

Charles P. Caravana and
Janet Caravana, husband & wife

2526 22nd Street North
St. Petersburg, FL 33713

Byron Javier Padilla-Lopez and
Ximena Pacheco, husband & wife

3103 37th Street North
Devon Manor Apartments
Apartment #201
St. Petersburg, FL 33713

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A husband and wife unit, or the survivor of a husband and wife unit, shall constitute one member of the limited liability company.

ARTICLE VII.

The power to amend these Articles of Organization and the power to adopt, alter, amend or repeal the regulations of this limited liability company shall be vested in the manager of the company. Amendments to these Articles of Organization and regulations adopted by the manager may be repealed or altered and new amendments or regulations may be adopted by a majority vote of the members. The members may prescribe in any regulations made by them that such regulations may not be altered, amended or repealed by the manager. The regulations may contain any provisions for the regulation and

management of the affairs of this limited liability company not inconsistent with the law or the Articles of Organization.

ARTICLE VIII.

A member may withdraw from the limited liability company upon not less than thirty (30) day prior written notice to each non-withdrawing member at his or its address as set forth in the records of the limited liability company that are required to be kept pursuant to Florida law.

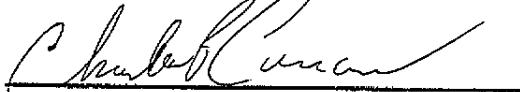
ARTICLE IX.

1. The limited liability company shall indemnify any individual or entity made a party to a proceeding because he, she or it was a member of the limited liability company against liability incurred in the proceedings if: (a) he, she or it conducted himself, herself or itself in good faith; (b) he, she or it reasonably believed that his, her or its conduct was in, or at least he, she or it assumed it to be in, the limited liability company's best interest; and (c) in the event of any criminal proceeding, he, she or it had no reasonable cause to belief that his, her or its conduct was unlawful.


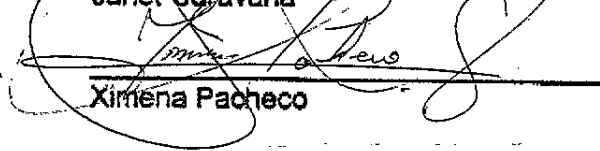
2. The limited liability company shall pay for or reimburse the reasonable expenses incurred by any of its members who is a party to a proceeding in advance of the final disposition of the proceeding if: (a) the individual or entity furnishes the limited liability company a written affirmation of his, her or its good faith belief that it has met the standard of good conduct described herein; (b) the individual or entity furnishes the limited liability company written undertaking executed personally or on his, her or its behalf to repay the advance if it is ultimately determined that he, she or it did not meet the standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under the law. The undertaking required by this paragraph shall be an unlimited general obligation but need not be secured and may be accepted without reference to financial ability to make repayment. The indemnification in advance of expenses authorized herein shall not be exclusive to any other rights to which any member may be entitled under any bylaw, agreement, vote of members or otherwise. The Articles of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses to an individual or entity who would otherwise be entitled thereto. These Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law. In addition to the foregoing, the limited liability company shall indemnify and save the organizers harmless in all acts taken by them as organizers of the limited liability company and shall pay all costs and expenses incurred by or imposed upon them as a result of the same including compensation based upon the usual charges for expenditures required of them in pursuit of the defense against any liability arising on account of acting as organizers or on account of enforcing the

indemnification rights hereunder and the limited liability company releases them from all liability for any such act as organizers not involving wilful or grossly negligent misconduct.

IN WITNESS WHEREOF, for the purpose of forming a limited liability company under the laws of the State of Florida, the undersigned executed these Articles of Organization on this the _____ day of August, 1999.



Charles P. Caravana

Janet Caravana



Byron Javier Padilla-Lopez

Ximena Pacheco

ACCEPTANCE

Having been named as Registered Agent for GCPHONE, L.L.C., I hereby state that I am familiar with and accept the duties and responsibilities of the position of Registered Agent for this limited liability company.


Charles P. Caravana

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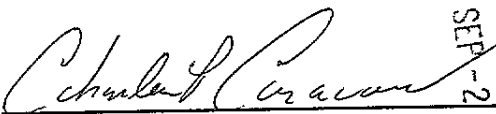
AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority personally appeared **CHARLES P. CARAVANA** (the "Affiant"), who under oath stated as follows:

1. Affiant is a member of **GCPHONE, L.L.C., a Florida limited liability company.**
2. Affiant affirmatively states that the limited liability company has two (2) members. Each member has contributed the sum of One Hundred and No/100 Dollars (\$100.00) to the limited liability company in return for one (1) membership unit. The total amount anticipated to be contributed by the initial members of the limited liability company is Two Hundred and No/100 Dollars (\$200.00).
3. Affiant acknowledges that this Affidavit is being prepared in connection with the filing of the Articles of Organization of **GCPHONE, L.L.C.**, pursuant to the terms of *Florida Statute 608.407(2) (1998)*.

Further Affiant sayeth naught.



Charles P. Caravana
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STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26 day of August, 1999, by **CHARLES P. CARAVANA**, ☒ who is personally known to me, or ☐ who has produced a Florida driver's license or a Florida identification card, or ☐ who has produced _____ as identification.

My commission expires:

July 15, 2003


(Signature of Notary Public on line above)
Allison R. Houghtaling
(Print Name of Notary Public on line above)

(NOTARY SEAL)