

FLORIDA PAY TELEPHONE CERTIFICATE APPLICATION

960388-TC

1. LEGAL NAME OF THE APPLICANT

RANDY NEWTON, DANIEL BROWN, WALTER SOUTHARD

2. NAME UNDER WHICH THE APPLICANT WILL DO BUSINESS

RELIABLE TELEPHONE COMPANY

3. ADDRESS OF THE APPLICANT(S)

STREET

10151 UNIVERSITY SUITE 239

CITY

ORLANDO, FL 32817

STATE & ZIP

FLORIDA 32817

4. TYPE OF ORGANIZATION (Check one and attach documentation requested)

A. INDIVIDUAL DOING BUSINESS UNDER HIS/HER OWN NAME.

DOCUMENTATION: No other documentation needed.

B. PARTNERSHIP:

DOCUMENTATION: Attach a copy of the partnership agreement, and a list with name and address of all partners.

C. CORPORATION:

DOCUMENTATION: Attach proof that articles of incorporation have been filed with the Florida Secretary of State's Office. If incorporated outside of Florida, attach proof from the Florida Secretary of State that applicant has authority to operate in Florida and provide name and address of Florida Registered Agent.

Name _____

Address _____

D. DOING BUSINESS UNDER A FICTITIOUS NAME:

DOCUMENTATION: Attach proof that fictitious name has been registered with the Florida Secretary of States Office.

5. PROVIDE NAME, TITLE, AND TELEPHONE NUMBER OF THE INDIVIDUAL WHO IS RESPONSIBLE FOR COMMISSION CONTACTS:

NAME:

RANDY NEWTON

TITLE:

PARTNER

PHONE:

407-293-7312

6. HAS APPLICANT OR ANY SUBSIDIARY, PARTNER, OFFICER, DIRECTOR, ETC., OR IN THE CASE OF A CLOSELY HELD CORPORATION ANY SHAREHOLDER OF THE APPLICANT EVER BEEN GRANTED OR DENIED A PAY TELEPHONE CERTIFICATE IN THE STATE OF FLORIDA? THIS INCLUDES ACTIVE AND CANCELLED PAY TELEPHONE CERTIFICATES.

NO

7. IF THE ANSWER TO QUESTION 6 IS YES, PLEASE EXPLAIN AND LIST THE CERTIFICATE HOLDER AND CERTIFICATE NUMBER.

8. LIST THE STATES IN WHICH THE APPLICANT:

A. IS CURRENTLY PROVIDING PAY TELEPHONE SERVICE;

FLORIDA

B. HAS APPLICATIONS PENDING TO BE CERTIFICATED AS A PAY TELEPHONE PROVIDER;

N/A

C. HAS BEEN DENIED AUTHORITY TO OPERATE AS A PAY TELEPHONE PROVIDER. EXPLAIN CIRCUMSTANCES; OR, NO

D. HAS HAD REGULATORY PENALTIES IMPOSED FOR VIOLATIONS OF TELECOMMUNICATIONS STATUTES. EXPLAIN CIRCUMSTANCES.

NO

9. PLEASE CHECK THE SERVICES THAT WILL BE PROVIDED:

LOCAL
LONG DISTANCE
COIN
CALLING CARD
CREDIT CARD
OTHER, DESCRIBE

[
/]
/]
/]
/]
/]
]

10. PROPOSED NUMBER OF PAY TELEPHONE INSTRUMENTS THE APPLICANT PLANS TO PLACE IN THE FIRST YEAR: 10.

11. HOW DOES THE APPLICANT INTEND TO SERVICE AND MAINTAIN EACH PAYPHONE?

PERSONALLY
FULL-TIME TECHNICIAN
PART-TIME TECHNICIAN
SERVICE/REPAIR/MAINTENANCE CONTRACT
OTHER, DESCRIBE

[
/]
/]
/]
/]
]

12. WILL EACH OF THE PAY TELEPHONES WHICH YOU PLAN TO INSTALL PROVIDE ACCESS TO ALL LOCALLY AVAILABLE LONG DISTANCE CARRIERS VIA 10XXX+0, 950-XXXX, AND 1-800? (See Rule 25-24.515(6), F.A.C.)

YES

1. Randy Newton, OWNER/PARTNER
(TITLE)

ATTEST TO THE ACCURACY OF THE INFORMATION CONTAINED IN THIS APPLICATION AND HAVE READ ALL THE RULES AND REGULATIONS REGARDING PAY PHONE SERVICE IN FLORIDA. I WILL COMPLY WITH ALL CURRENT AND FUTURE COMMISSION REQUIREMENTS REGARDING THE PAY TELEPHONE SERVICE. I UNDERSTAND THAT A NON-REFUNDABLE APPLICATION FEE OF \$100 MUST ACCOMPANY THE APPLICATION. ALSO, I UNDERSTAND THAT I AM REQUIRED TO PAY A REGULATORY ASSESSMENT FEE (MINIMUM \$50.00 PER CALENDAR YEAR), FILE AN ANNUAL PAY TELEPHONE SERVICE REPORT, AND PAY GROSS RECEIPTS TAX. FURTHERMORE, I AGREE TO KEEP THE COMMISSION ADVISED OF ANY CHANGES IN THE NAMES OR ADDRESSES LISTED ABOVE WITHIN TEN (10) DAYS OF THE CHANGE.

Randy Newton
(SIGNATURE OF OWNER/CHIEF OFFICER OF APPLICANT)

DATE: 3-6-76

APPLICANT ACKNOWLEDGEMENT CARD

Applicant ~~R~~ RELIABLE TELEPHONE COMPANY

I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Requirements relating to my provision of Pay Telephone Service.

Signature Randy Lewis

Title Owner/Partner

Date 3-6-94

THIS MUST BE COMPLETED AND RETURNED WITH THE APPLICATION BEFORE THE CERTIFICATION PROCESS BEGINS. FAILURE TO DO SO WILL RESULT IN A DELAY OF THE CERTIFICATE BEING ISSUED.

PARTNERSHIP AGREEMENT
RE: RELIABLE TELEPHONE COMPANY

THIS AGREEMENT made this **8th** day of **January, 1996**, by and between **DANIEL S. BROWN** of one part, **RANDY J. NEWTON** of one part and **WALTER E. SOUTHARD JR.** of the other part, witnesseth as follows:

That the said parties hereby agree to become Partners in the business of **"PAY TELEPHONE SERVICE"** under the firm name of **RELIABLE TELEPHONE COMPANY** for the term of ten (10) years from the date hereof, upon the terms and conditions hereinafter stated, to wit:

1. That the business shall be carried on at 10151 University Boulevard, in the City of Orlando, State of Florida, or at any other place that may hereafter be mutually agreed upon for that purpose.

2. That proper books of account shall be kept and therein shall be duly entered, from time to time, all dealings, transactions, matters and other things whatsoever in or relating to the said business; and each party shall have full and free access thereto at all times, but shall not remove the same from the premises.

3. That the capital requisite for carrying on the said business shall be advanced by the said Partners in equal parts, and the said capital, and all such stock, implements and utensils in trade, purchased out of the Partnership funds, as well as the gains and profits of the said business shall belong to the said parties in equal parts.

4. No Partner shall withdraw any portion of the capital of the Partnership without the express written consent of the other Partner. Any net profits or losses that may accrue to the Partnership shall be distributed to or borne by the Partners.

Partnership Agreement
Re: Reliable Telephone Company
Page - 2 -

5. That neither party shall become bail or surety for any other persons; nor lend, spend, give or make away with any part of the Partnership property; or draw or accept any bill, note or other security in the name of the said firm, except in due course of the said Partnership business.

6. That an account of the stock, implements and utensils belonging to the said business, and of the book debts and capital shall be taken and a statement of the affairs of the said Partnership be made yearly, to be computed from the date hereof, when the sums drawn by each party during the preceding year shall be charged to his share of the profits of the said business; but if, at the end of any one year of the said Partnership, it shall be found to be unprofitable, the said Partnership shall thereupon be dissolved, unless it shall be occasioned by some unavoidable loss or accidental circumstances.

7. That each party shall sign duplicate copies of each of such statements of affairs, and shall retain one of them for his own use; and another copy thereof shall be written in one of the Partnership books, and likewise signed by each of them; such accounts shall not again be opened, unless some manifest error shall be discovered in either of them, within three (3) months thereafter, and then so far only as respects the correction of such errors; and every such statement of affairs shall, in all other respects, be conclusive evidence between and binding on said parties.

8. That at the termination or expiration of the said Partnership, by death or otherwise, a valuation and similar account of the stock, effect and capital, and good will, if any, of the said firm, shall be taken, stated, copied and signed in like manner and

Partnership Agreement
Re: Reliable Telephone Company
Page - 3 -

become equally conclusive, and the balance of such account then found to exist shall belong to the said parties in equal moieties and be realized and divided accordingly, and thereupon they shall execute mutual releases.

9. That all disputes and differences, if any which shall arise between the said parties, shall be referred to and decided by three indifferent, competent persons in or well acquainted with the "PAY TELEPHONE SERVICE" business, one to be chosen by each party, or by an umpire to be chosen by the referees in the usual course in such or similar cases, and their or his decision shall, in all respects, be final and conclusive on each of the said parties, and shall be given in writing within fifteen (15) days next after such submission or within such further time, not exceeding thirty (30) days, as they or he shall require. That either party may terminate the Partnership hereto created on breach of this Agreement by the other of them, on giving unto the others of them six (6) calendar months notice thereof in writing.

10. On dissolution of the Partnership by the withdrawal or other act of a Partner, the remaining Partners, on written notice to the withdrawing Partner, within five (5) days of such dissolution, may continue the Partnership business by purchasing the interest of the withdrawing Partner in the assets and goodwill of the Partnership, and the remaining Partners shall have the option to purchase such interest of the withdrawing Partner by paying to such Partner or his personal representative the value of such interest determined as provided in Paragraph 11 of this Agreement.

Partnership Agreement
Re: Reliable Telephone Company
Page - 4 -

11. On exercise of the option described in Paragraph 10 of this Agreement to purchase the Partnership interest of a withdrawing or permitted Partner, the remaining Partners shall pay to the person legally entitled thereto the net book value of such interest as shown on the last regular accounting of the Partnership preceding such dissolution together with the full unwithdrawn portion of such deceased, withdrawing, or terminated Partner's distributive share of any net profits earned by the Partnership between the date of such accounting and the date of dissolution of the Partnership.

WITNESSETH OUR HANDS AND SEAL this 6 day of March,
1996.
[Signature] Witness [Signature]
DANIEL S. BROWN

[Signature]
Witness

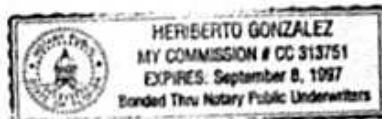
STATE OF FLORIDA,
COUNTY OF Orange

Sworn to and subscribed before me this 6 day of
March, 1996 by Daniel S Brown

who is personally known to me or who has produced a Florida
Driver's licensee as identification BG50-177-54-094-0

[Signature]
Notary Public

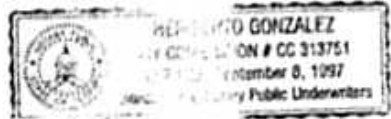
H Gonzalez
Print Notary Name Here



Partnership Agreement
Re: Reliable Telephone Company
Page - 5 -

[Signature]
Witness
Jaclyn Dullein
Witness

[Signature]
RANDY J. NEWTON



STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me this 6 day of
March, 1996 by Randy J. Newton

who is personally known to me or who has produced a Florida

Driver's license as identification. N 350-730-56-325-0

[Signature]
Notary Public

R Gonzalez
Print Notary Name Here

[Signature]
Witness
[Signature]
Witness

[Signature]
WALTER E. SOUTHARD JR.



RICHARD A. CANTRELL
My Comm Exp. 11/30/97
Bonded By Service Ins
No. CC333198
 Proximity Room Other I.D.

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 6th day of
MARCH, 1996 by WALTER E. SOUTHARD

who is personally known to me or who has produced a Florida

Driver's license as identification

[Signature]
Notary Public

RICHARD A. CANTRELL
Print Notary Name Here



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 16, 1996

RELIABLE TELEPHONE COMPANY
10151 UNIVERSITY BLVD SUITE 239
ORLANDO, FL 32817

Subject: **RELIABLE TELEPHONE COMPANY**

REGISTRATION NUMBER: **G96045000184**

This will acknowledge the filing of the above fictitious name registration which was registered on February 14, 1996. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES. Whenever corresponding please provide assigned Registration Number.

For information regarding fictitious names on file or to search the record call (904) 488-9000.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (904) 487-6058.

Fictitious Name Section
Division of Corporations

Letter No. 796A00006790

State of Florida

The seal of the State of Florida, featuring a central figure holding a torch and a scale, surrounded by a wreath and the motto 'IN GOD WE TRUST'.

Department of State

I certify from the records of this office that RELIABLE TELEPHONE COMPANY is a Fictitious Name registered with the Department of State on February 14, 1996.

The Registration Number of this Fictitious Name is G96045000184.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Fifteenth day of February, 1996



CR2EO22 (2-95)

A handwritten signature in cursive script, reading 'Sandra B. Northam'.

Sandra B. Northam
Secretary of State

DANDY ENTERPRISES
10151 UNIVERSITY BLVD.
ORLANDO, FL. 32817

DEPOSIT TREAS. REC. DATE

0279

MAR 27 96



RANDY J. NEWTON
6564 ABERCROMBIE CT. PH. (407) 292-1361
ORLANDO, FL 32835

447

3-27 19 96

83-27/631
91

Pay to the order of: FPSC

\$100.⁰⁰/₁₀₀

5 BLVD.

~~Rehinder~~ ^{no}/₁₀₀
NationsBank | USA
Official U.S. Olympic Team Bank

NationsBank of Florida, N.A.
Orlando, Florida

Financial Connections

-0850

FOR RELIABLE PROMO. LICENSE
[Redacted]

[Signature]

