

ORIGINAL

FLORIDA PAY TELEPHONE CERTIFICATE APPLICATION

970368-TC

1. LEGAL NAME OF THE APPLICANT DEPOSIT TREAS. REC. DATE  
Randy Newton, Bob Rawls 0472 4400 070397

2. NAME UNDER WHICH THE APPLICANT WILL DO BUSINESS  
ALL-CALL TELEPHONE COMPANY

3. ADDRESS OF THE APPLICANT(S)  
STREET 6504 ABERCROMBIE CT.  
CITY ORLANDO, FL 32835  
STATE & ZIP FLORIDA, 32835

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

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

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

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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  
(11111)

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: 2-20-97

**APPLICANT ACKNOWLEDGEMENT CARD**

Applicant ALL-CALL 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

*[Handwritten Signature]*

Title

*Owner/Partner*

Date

*2-20-97*

**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: ALL-CALL TELEPHONE COMPANY**

THIS AGREEMENT made this 20th day of February, 1997, by and between **ROBERT C. RAWLS** of one part, **RANDY J. NEWTON** 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 **ALL-CALL 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: A.I.J.-C.A.I.J. Telephone Company**

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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

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.



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 28<sup>th</sup> day of Feb,  
1997.

[Signature]  
Witness [Signature]

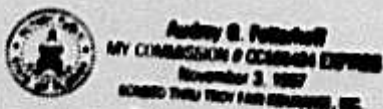
[Signature]  
ROBERT C. RAWLS

STATE OF FLORIDA  
COUNTY OF CRANE

Sworn to and subscribed before me this 28<sup>th</sup> day of  
Feb, 1997 by Robert C. Rawls

who is personally known to me or who has produced a Florida  
Driver's license as identification.

[Signature]  
Notary Public  
Audrey G. Fetherhoff  
Print Notary Name Here



WITNESSETH OUR HANDS AND SEAL this 20<sup>th</sup> day of Feb, 1997.

Andrey G. Fetterhoff  
Witness Andrey G. Fetterhoff

Randy J. Newton  
RANDY J. NEWTON

STATE OF FLORIDA  
COUNTY OF CLAY

Sworn to and subscribed before me this 20<sup>th</sup> day of  
Feb., 1997 by RANDY J. NEWTON



Andrey G. Fetterhoff  
NOTARY PUBLIC # 00508424 EXPIRES  
November 3, 1997  
SIGNED BY THE STATE OF FLORIDA, INC.

who is personally known to me or who has produced a Florida  
Driver's license as identification.

Andrey G. Fetterhoff  
Notary Public  
Andrey G. Fetterhoff  
Print Notary Name Here

Witness \_\_\_\_\_

\_\_\_\_\_ RANDY J. NEWTON

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 28<sup>th</sup> day of Feb, 1997.

[Signature]  
Witness Andrew G. Fetherhoff

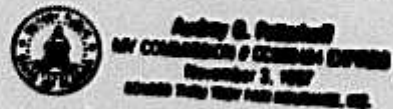
[Signature]  
ROBERT C. RAWLS

STATE OF FLORIDA  
COUNTY OF ORANGE

Sworn to and subscribed before me this 28<sup>th</sup> day of Feb, 1997 by Robert C. Rawls

who is personally known to me or who has produced a Florida Driver's license as identification.

[Signature]  
Notary Public  
Andrew G. Fetherhoff  
Print Notary Name Here



Partnership Agreement  
Re: ALL-CALL Telephone Company  
Page - 5 -

WITNESSETH OUR HANDS AND SEAL this 20<sup>th</sup> day of Feb, 1997.

Andrew G. Fetterhoff  
Witness Andrew G. Fetterhoff

Randy J. Newton  
RANDY J. NEWTON

STATE OF FLORIDA  
COUNTY OF CLAY

Sworn to and subscribed before me this 20<sup>th</sup> day of

Feb., 1997 by Randy J. Newton

who is personally known to me or who has produced a Florida  
Driver's license as identification.

Andrew G. Fetterhoff  
Notary Public

Andrew G. Fetterhoff  
Print Notary Name Here



Andrew G. Fetterhoff  
MY COMMISSION # 00300424 EXPIRES  
November 3, 1997  
20000 N.W. 15th Ave., Ft. Lauderdale, FL

Witness

RANDY J. NEWTON

**RANDY NEWTON  
6564 ABERCROMBIE CT.  
ORLANDO, FL. 32835**

**ROBERT C. RAWLS  
8483 BAY HILL BLVD  
ORLANDO, FL. 32819**

FLORIDA PAY TELEPHONE CERTIFICATE APPLICATION

9702168-TC

1. LEGAL NAME OF THE APPLICANT **Randy Newton, Bob Rawls** DEPOSIT TREAS. REC. DATE **0472 4000- 030397**

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CITY **ORLANDO, FL. 32835**  
STATE & ZIP **FLORIDA, 32835**

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Name \_\_\_\_\_

RANDY J. NEWTON

732

2-27-97

Pay to the order of

Florida Public Service Commission \$100.<sup>00</sup>/<sub>100</sub>

has been registered with

NationsBank

All-Call Lines

*[Signature]*

DOCUMENT NUMBER-DATE

02261 MAR-36

FPSC-RECORDS/REPORTING