

DEPOSIT

DATE

D 6 7 2 -

DEC 15 1997

ATTACHMENT B

FLORIDA PAY TELEPHONE CERTIFICATE APPLICATION

9711615-TC

1. LEGAL NAME OF THE APPLICANT _____

Keith R. Zinke & MICHAEL SINGLETARY

2. NAME UNDER WHICH THE APPLICANT WILL DO BUSINESS _____

COMMUNICATION PARTNERS

3. ADDRESS OF THE APPLICANT(S)

STREET 2579 CORAL WAY E

CITY DAYTONA BEACH

STATE & ZIP CODE FLORIDA 32118

4. TYPE OF ORGANIZATION (CHECK ONE)

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 the names 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 _____

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
97 DEC 15 1M 9
MAIL ROOM

FLORIDA PAY TELEPHONE CERTIFICATE APPLICATION

ADDRESS _____

D. DOING BUSINESS UNDER A FICTITIOUS NAME: ()

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

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

NAME: Keith R. Zinke
TITLE: General Partner
PHONE: (904) 767-5474

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 CANCELED 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.

NONE

FLORIDA PAY TELEPHONE CERTIFICATE APPLICATION

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

NONE

C. HAS BEEN DENIED AUTHORITY TO OPERATE AS A PAY TELEPHONE PROVIDER. EXPLAIN CIRCUMSTANCES.

NONE

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

NONE

9. PLEASE INDICATE IF ANY OFFICERS OF THE CORPORATION, PARTNERSHIP OR INDIVIDUAL APPLICANT HAVE BEEN ADJUDGED BANKRUPT, MENTALLY INCOMPETENT, OR FOUND GUILTY OF ANY FELONY OR OF ANY CRIME, OR WHETHER SUCH ACTIONS MAY RESULT FROM PENDING PROCEEDINGS.

NONE

10. PLEASE CHECK THE SERVICES THAT WILL BE PROVIDED:

LOCAL
LONG DISTANCE
COIN

FLORIDA PAY TELEPHONE CERTIFICATE APPLICATION

CALLING CARD
CREDIT CARD
OTHER, DESCRIBE

11. PROPOSED NUMBER OF PAY TELEPHONE INSTRUMENTS THE APPLICANT PLANS TO PLACE IN THE FIRST YEAR: 13

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

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

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

YES

- 14. WILL EACH OF THE PAY TELEPHONES WHICH YOU PLAN TO INSTALL CONFORM TO SUBSECTIONS 4.29.2 - 4.29.4 and - 4.29.8 OF THE AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR MAKING BUILDINGS AND FACILITIES ACCESSIBLE AND USABLE BY PHYSICALLY HANDICAPPED PEOPLE (ATTACHMENT F ANSI STANDARDS) (See Rule 25-24.515(14), F.A.C.)

YES

I, THE UNDERSIGNED OWNER OR OFFICER OF THE ABOVE NAMED ENTITY, HAVE READ THE FOREGOING AND DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION IS A TRUE AND CORRECT STATEMENT, I AM AWARE THAT PURSUANT TO S. 837.08, FLORIDA STATUTE, WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE. 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.

Paul R. Jil

(SIGNATURE OF OWNER/CHIEF OFFICER OF APPLICANT)

DATE: 12/8/97

APPLICANT ACKNOWLEDGMENT CARD

Applicant Keith R. Zinke COMMUNICATION PARTNERS

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

Signature: Keith R. Zinke

Title: General Partner

Date: 12/8/97

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

THIS AGREEMENT OF PARTNERSHIP, is made and entered into on this 5TH day of DECEMBER, A.D., 1997, among MICHAEL SINGLETARY and KEITH ZINKE.

WITNESSETH:

1. The parties hereto, having mutual confidence in one another, do hereby form with each other, a partnership upon the terms, covenants and conditions hereinafter set forth.

2. Said parties do hereby form a partnership under the name of **COMMUNICATION PARTNERS**, a Florida general partnership.

3. The principal office of the partnership shall be located at 2579 Coral Way East, Daytona Beach, Florida 32118.

4. The partnership shall begin on the 5TH day of DECEMBER, A.D., 1997 and shall continue from such date until terminated as herein provided.

5. The purpose of the partnership shall be to own, maintain, lease or or hold for sale certain telephone equipment located within the State of Florida.

6. The respective ownership interests of each of the partners in the partnership is as follows:

MICHAEL SINGLETARY - 50%

KEITH ZINKE - 50%

7. Subject to such adjustments as may be required, the net profits and losses shall be shared in accordance with the percentages set forth in the paragraph above. The terms "Net profits" and "net losses" shall mean the net profits and losses of the partnership as determined for federal income tax purposes. The Partners acknowledge an initial capital contribution from MICHAEL SINGLETARY in the amount of Twenty-four Thousand and NO/100 Dollars (\$24,000.00). Before any profit shall be paid to any partner, said Twenty-four Thousand and NO/100 Dollars (\$24,000.00) shall be repaid to MICHAEL SINGLETARY in full. In the event that the partnership fails, and is dissolved without MICHAEL SINGLETARY being paid in full for his initial capital contribution, then in that event, KEITH ZINKE agrees to personally pay MICHAEL SINGLETARY fifty per cent (50%) of the remaining unpaid initial capital contribution up to a maximum of Five Thousand and NO/100 Dollars (\$5,000.00).

8. The partners recognize that the income produced by the partnership's properties may be insufficient to pay the operating costs of the properties. If in the judgment of the partnership additional funds are required to pay such operating costs, the additional funds shall be called for and shall be contributed by the partners in proportion to their capital interests in the partnership. As used above, the term "operating costs" shall include without limitation, principal and interest payments on partnership loans, whether or not secured by mortgages on partnership properties; costs of repair,

maintenance and improvements; insurance premiums; and real estate taxes, assessments and other governmental charges.

Contributions for partners. If either partner is unable or unwilling to make any or all of his proportionate contribution, then the remaining partner who is able and willing to do so may make a contribution in excess of his proportionate share, in such amounts as he may agree. If they are unable to agree, each partner who is able and willing to make a contribution shall have the primary right to contribute that portion of such excess which the proportion of such partner's capital interest in the partnership bears to the aggregate capital interests of all such partners, and a secondary right to contribute any remaining portion of such excess which is not desired to be contributed by any other partner in the exercise of his primary right. If there is more than one partner desiring to exercise secondary rights, they shall be entitled to contribute the remaining portion of such excess in the same proportion as stated above with regard to their primary rights.

Any partner who makes a contribution to the partnership pursuant to the above paragraph shall treat the contribution as a loan to the non-contributing partner.

When the contributing partner elects to treat his contribution as a loan to the non-contributing partner, then no adjustment shall be made to the contributing partner's capital account, and his share in the profits, losses and cash flow of the partnership shall remain the same. However, the capital account of the non-contributing partner shall be increased by the amount of the loan, and a partner's share in the profits, losses and cash flow of the partnership shall be adjusted as if he had made a contribution to the capital of the partnership in the amount of the loan. The amount advanced by the contributing partner on behalf of the non-contributing partner shall be a debt of the non-contributing partner to the contributing partner and shall bear interest at the prevailing rates of home equity loans. Thereafter, all distributions of cash from the partnership due to the non-contributing partner shall be paid to the contributing partner until such time as the principal and interest of the loan are paid in full.

9. The partnership reflected herein shall henceforth be responsible for the payment of all bills of the partnership subsequent to the date of this agreement.

10. Books of account of said partnership shall be kept by the partners, and proper entries made therein of all the sales, purchases, receipts, payments, engagements, transactions and properties of the partnership.

11. The said books of account, and all securities, papers and writings of the partnership, shall be kept as the principal place of business at 2579 Coral Way East, Daytona Beach, Florida 32118, or in such other place where the business shall be carried on, and each partner shall have free access at all times to examine and copy same.

12. Each partner shall, on a reasonable request, give to the other partners a true accounting of all transactions relating to the business of the partnership, full information of all letters, accounts, writings and other things which shall come into his hands or to his knowledge concerning the business of the partnership.

13. If any of the partners hereto wishes to terminate the partnership agreement, then such termination shall occur by the liquidation of all assets held in the partnership within a reasonable period of time. Such liquidation shall occur by first giving notice and opportunity to the remaining partner of the first right to purchase the property to be liquidated. The price of the property to such partner shall be based upon the best offer received from a willing and capable buyer or based upon an appraisal by a mutually agreeable person.

14. If any differences shall arise between the parties hereto as to their rights or liabilities under the foregoing instrument, or any instrument made in pursuance of the stipulation hereinbefore contained for more completely carrying this instrument into effect, such differences shall be determined and such instrument or instruments shall be settled by a mutually agreeable person and his decision shall be final as to the contents and interpretation of such instrument or instruments, and as to the proper mode of carrying the same into effect.

15. All notice to the partners pursuant to this agreement shall be in writing and shall be deemed effective when given by personal delivery or by mailing by first class mail.

16. Notwithstanding any provisions contained herein to the contrary, this partnership agreement may be dissolved by any of the parties hereto holding a combined total of fifty per cent (50%) or more of the interest contained herein. The means available for effecting such dissolution shall be by written notice as previously specified herein.

17. It is agreed between the parties that this partnership agreement shall be governed by the laws of the State of Florida.

18. During the life of a partner, he may transfer all or any part of his partnership interest by gift, sale or other transfer, either in trust or outright, to or for the benefit of his spouse and/or any of his descendants, including his stepchildren and any descendant whose relationship to the partner is created by birth or adoption. Thereafter, the transferee shall become a partner with all the interests, rights and duties previously held by the transferor. Unless expressly consented to in writing by the non-transferring partners, no transfer of a partnership interest shall in any way alter or diminish the transferor's obligation with respect to any of the unpaid additional payments required to be made pursuant to paragraph 7 above.

During the life of a partner, he shall not pledge, cause a lien to be placed against or encumber his partnership interest in any way. Except as otherwise provided above, a partner shall

not sell or in any other way transfer his partnership interest during his lifetime without first offering such interest for sale to the partnership by writing addressed and delivered to the principal office of the partnership. The notice shall set forth the proposed sale price and terms of sale. Thereupon, the partnership shall have a period of thirty (30) days to notify the selling partner of its intention to purchase the interest offered for sale pursuant to the terms of that offer. If the partnership timely elects to purchase the selling partner's interest (which election shall be made on behalf of the partnership by a majority in interest of partners other than the selling partner), then within forty-five (45) days after receipt by the partnership of such offer to sell, the partnership shall purchase said interest at the price and upon the terms at which said interest is offered for sale. If the interest is not purchased by the partnership within said forty-five (45) day period, then during the six (6) month period thereafter, the offering partner may sell his partnership interest so offered for sale to any person whomsoever; provided, however, that said interest shall not be sold at a lower price or on more favorable terms than the price and terms set forth in the notice sent by the partner in accordance with this paragraph without first re-offering said interest for purchase by the partnership in accordance with this paragraph. If the offering partner does not sell his partnership interest within the six (6) month period, he shall thereafter not sell or in any way transfer such interest without first re-offering such interest for sale to the partnership, in the manner set forth in this paragraph.

Unless expressly consented to in writing by the non-transferring partners, no transfer of a partnership interest shall in any way alter or diminish the transferor's obligations with respect to any then unpaid additional payments required to be made pursuant to paragraph 8 above.

IN WITNESS WHEREOF, the partners have executed this Partnership Agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Teresa F. Zinke
Scott Black
As to MICHAEL SINGLETARY

Michael Singletary
MICHAEL SINGLETARY

Teresa F. Zinke
Scott Black
As to KEITH ZINKE

K. R. Zinke
KEITH ZINKE

LIST OF PARTNERS

KEITH ZINKE

2579 CORAL WAY EAST

DAYTONA BEACH, FL 32118

MICHAEL SINGLETARY

19 JEFFERSON LANDING

DAYTONA BEACH, FL 32118

Office in writing forty-eight hours prior to the proceedings. Address notification of attendance to the Board Chairman.
Members of the Volusia Citise Healthcare Task Force will also be in attendance at this meeting.
Any person deciding to appeal any decision made by the Committee with respect to any matter considered at the above noticed meeting or hearing will require a record of the proceedings, and for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (Fla. Stat. Section 88.0185).
Legal L30787. December 12, 1997 11.

LEGAL ADVERTISEMENT

**NOTICE UNDER
FICTITIOUS NAME LAW
TO WHOM IT MAY CONCERN**
NOTICE is hereby given that, pursuant to the "Fictitious Name Act", Chapter 885.06, Florida Statutes, the following fictitious name will be registered with the Division of Corporations of the Department of State, State of Florida, to wit:
Communication Partners
3579 Coral Way E
Daytona Beach, FL 32118
Keith R. Zinke
Legal L30787. December 12, 1997 11.

LEGAL ADVERTISEMENT

DOCKET NO. 92 48 CP 05
COMMONWEALTH OF
MASSACHUSETTS DISTRICT COURT DEPARTMENT NORTHAMPTON
DIVISION 18 GOTHIC STREET NORTHAMPTON MA

**CARE AND PROTECTION
DISPENSING WITH
PARENTAL CONSENT
TO ADOPTION
SUMMONS BY PUBLICATION
TO: STEVEN RENEE ROBLAIS
AKA RENE ROUBLES
DELTONA, FLORIDA
AND ANY UNKNOWN, UNNAMED
FATHER(S).**

A petition has been presented to this court by the DEPARTMENT OF SOCIAL SERVICES, seeking, as to the subject child, TAYLOR ANNE MEISSNER, that said child be found in need of care and protection and committed to the Department of Social Services. You are hereby notified that the court may dispense with your consent to the adoption of this child named in the attached petition if the court finds that the child is in need of care and protection and that the best interests of the child would be served by dispensing with your consent to adoption of said child.

**IF YOU DESIRE TO OBJECT
THERETO YOU OR YOUR ATTORNEY
MUST FILE A WRITTEN APPEARANCE
IN SAID COURT AT 18 GOTHIC STREET
NORTHAMPTON MA, BEFORE TEN O'CLOCK
IN THE FORENOON (10 a.m.) on February 6,
1998.**

You are entitled to the appointment of an attorney if you are an indigent person. An indigent person is defined by SJC RULE 2:10. Determination of indigency will be made by the Court. Contact the Assistant Register of said Court.

If you fail to object, the court may proceed with a trial on the merits of the petition and an adjudication of this matter.

WITNESS: Lillian Miranda, Justice
Date Issued: December 3, 1997
Legal L30785. Dec. 12, 19, 26, 1997 31.

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Section 1

1. COMMUNICATION PARTNERS
Fictitious Name to be Registered

2. 2579 Coral Way E
Mailing Address of Business

DAYTONA BEACH FL 32118
City State Zip Code

3. Florida County of principal place of business: VOLUSIA

4. FEI Number: 59-3480725

This space for office use only

Section 2

A. Owner(s) of Fictitious Name if Individual(s): (Use an attachment if necessary):

1. <u>Zinke Keith R</u> Last First M.I.	2. <u>SINGLETERY MICHAEL D</u> Last First M.I.
<u>2579 Coral Way E</u> Address	<u>19 JEFFERSON LANDING</u> Address
<u>Daytona Beach FL 32118</u> City State Zip Code	<u>DAYTONA BEACH FL 32118</u> City State Zip Code
SS# <u>342-50-5056</u>	SS# <u>262-37-5675</u>

B. Owner(s) of Fictitious Name if other than individuals(s): (Use attachment if necessary):

1. _____ Entity Name	2. _____ Entity Name
_____ Address	_____ Address
_____ City State Zip Code	_____ City State Zip Code
Florida Registration Number _____ FEI Number: _____ <input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable	Florida Registration Number _____ FEI Number: _____ <input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

John R. Zink 12/12/97
Signature of Owner Date

Phone Number: (904) 257-9960

Section 4

FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name _____
_____, which was registered on _____ and was assigned registration number _____

Signature of Owner Date

Mark the applicable boxes Certificate of Status - \$10 Certified Copy - \$30

Filing Fee: \$50

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

CR4E-001 (5/96)

DEPOSIT

DATE

ATTACHMENT B

D 672 -

DEC 15 1997

FLORIDA PAY TELEPHONE CERTIFICATE APPLICATION

1. LEGAL NAME OF THE APPLICANT _____

Keith R. Zinke & MICHAEL SINGLETARY

2. NAME UNDER WHICH THE APPLICANT WILL DO BUSINESS _____

COMMUNICATION PARTNERS

3. ADDRESS OF THE APPLICANT(S)

STREET 2579 CORAL WAY E

CITY DAYTONA BEACH

STATE & ZIP CODE FLORIDA 32118

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DOCUMENTATION: Attach proof that articles of incorporation have been filed with the Florida Secretary of State's Office, if incorporated outside of Florida.

RECEIVED
- FLORIDA PUBLIC SERVICE COMMISSION
97 DEC 15 AM 9:10
MAIL ROOM

COMMUNICATION PARTNERS
2579 Coral Way E
Daytona Beach, FL 32118
(904) 767-5474

PAY TO THE ORDER OF FLORIDA Public Service Commission \$ 100.00

one hundred and 00/100 DOLLARS

First Union National Bank of Florida
Daytona Beach Shores, Florida 32118

DOCUMENT NUMBER - DATE

FOR Application Fee

Keith R. Zinke 22770 DEC 15 97

ESC-RECORDS/REPORTING

01