

**ORIGINAL**

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RECORDS AND REPORTING

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \***

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**WITHIN THE STATE OF FLORIDA**

**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to PAR with proof of deposit.

Initials of person who forwarded check:

A.S.

Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6251

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

DOCUMENT NUMBER-DATE

**20** JUL 23 8

FPSC-RECORDS/REPORTING

1. This is an application for (check one):

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To an uncertificated company).
- Approval for transfer of control (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:  
Public Telephone Network, Inc.
4. Name under which the applicant will do business (fictitious name, etc.):  
Same
5. National address (including street name & number, post office box, city, state and zip code).  
See Item 6 below.
6. Florida address (including street name & number, post office box, city, state and zip code):  
6015 Northwest 7th Avenue , Miami, Florida 33127
7. Structure of organization;
- Individual                       Corporation  
 Foreign Corporation       Foreign Partnership  
 General Partnership       Limited Partnership  
 Other, \_\_\_\_\_
8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.
- N/A
- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
- N/A
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: K61720

- (b) Name and address of the company's Florida registered agent.

Garth Reeves, President  
6015 N.W. 7th Avenue, Miami, FL 33127

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable. N/A

Fictitious name registration number: N/A

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. No

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. No

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

- (a) The application; John Marks, Attorney; 215 South Monroe Street, Ste. 215, Tall., FL 32301 850-222-3768  
(b) Official Point of Contact for the ongoing operations of the company; Garth Reeves, Pres., 6015 N.W. 7th Ave., Miami, FL 33127 305-754-1940  
(c) Tariff; John Marks, Attorney, 215 S. Monroe St., Ste. 130, Tall., FL 32301 850-222-3768

(d) Complaints/Inquiries from customers;  
Newell Daughtrey, 6015 N.W. 7th Ave ., Miami, FL  
33127, 305-754-1940

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.  
N/A
- (b) Has applications pending to be certificated  
as an interexchange carrier.  
N/A
- (c) Is certificated to operate as an  
interexchange carrier.  
N/A
- (d) Has been denied authority to operate as an  
interexchange carrier and the circumstances  
involved.  
N/A
- (e) Has had regulatory penalties imposed for  
violations of telecommunications statutes and  
the circumstances involved.  
N/A
- (f) Has been involved in civil court proceedings  
with an interexchange carrier, local exchange  
company or other telecommunications entity,  
and the circumstances involved.  
N/A

12. What services will the applicant offer to other  
certificated telephone companies: N/A

- ( ) Facilities. ( ) Operators.
- ( ) Billing and Collection. ( ) Sales.
- ( ) Maintenance.
- ( ) Other: \_\_\_\_\_

13. Do you have a marketing program? Yes

See Attachment A

14. Will your marketing program:

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.). PTN will pay commissions to sales representatives or independent contractors. Amount of commissions to be negotiated.

16. Who will receive the bills for your service (Check all that apply)?

- Residential customers.  Business customers.
- PATS providers.  PATS station end-users.
- Hotels & motels.  Hotel & motel guests.
- Universities.  Univ. dormitory residents.
- Other: (specify) \_\_\_\_\_

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes

(b) Name and address of the firm who will bill for your service.

New Millenium Communications Corp.  
100 S. Biscayne Blvd., Suite 54  
Miami, FL 33131

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

See Attachment A

**A. Financial capability.**

See Attachment B

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.  
Garth Reeves, Pres., 6015 N.W. 7th Ave., Miami, FL  
33127 305-754-1940

C. Technical capability.  
New Millenium Communication, Inc.  
100 S. Biscayne Blvd., Suite 54  
Miami, Florida 33131

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).
20. The applicant will provide the following interexchange carrier services (Check all that apply):

MTS with distance sensitive per minute rates  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS with route specific rates per minute  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)



WATS type service (Bulk or volume discount)  
 Method of access is via dedicated facilities  
 Method of access is via switched facilities

Private Line services (Channel Services)  
(For ex. 1.544 mbs., DS-3, etc.)

Travel Service  
 Method of access is 950  
 Method of access is 800

900 service

Operator Services  
 Available to presubscribed customers  
 Available to non presubscribed customers (for  
example to patrons of hotels, students in  
universities, patients in hospitals.  
 Available to inmates

Services included are:

Station assistance  
 Person to Person assistance  
 Directory assistance  
 Operator verify and interrupt  
 Conference Calling

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

511

22.  Other:

**\*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "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, punishable as provided in s. 775.082 and s. 775.083".

**UTILITY OFFICIAL**

Garth Reeves  
Signature

2 JULY 1998  
Date

Garth Reeves

President  
Title

105-754-1940  
Telephone No.

**\*\* APPENDIX A \*\***

**CERTIFICATE TRANSFER STATEMENT**

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_, of (NAME OF COMPANY)  
\_\_\_\_\_, and current  
holder of certificate number \_\_\_\_\_, have reviewed  
this application and join in the petitioner's request for a  
transfer of the above-mention certificate.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No.

Not applicable

**\*\* APPENDIX B \*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- ( x )            The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- (   )            The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

**UTILITY OFFICIAL:**

  
Signature

2 July 1998  
Date

Garth Reeves

President  
Title

305-754-1940  
Telephone No.

**\*\* APPENDIX C \*\***

**INTRASTATE NETWORK**

1. **POP:** Addresses where located, and indicate if owned or leased.

1) 6015 N.W. 7th Ave2)  
Miami, FL 33127

3)

4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) Above

2)

3)

4)

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) <u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
Various	Fiber/Copper	Leased

2)

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).  
Miami, North Dade, Hollywood, Ft. Lauderdale, Pompano Beach, West Palm Beach

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed). Public Telephone Network will be accessed by Feature Group codes provided by the LEC. The LEC will process all intra EAEA calls.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not (x ) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

N/A

b) If the services are not currently offered, when were they discontinued?

N/A

UTILITY OFFICIAL:

  
Signature

2 July 1998  
Date

Garth Reeves

President

Title

305-754-1940  
Telephone No.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

**\*\* APPENDIX D \*\***

**FLORIDA TELEPHONE EXCHANGES**

**AND**

**EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\***

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon,

Forest Lady Lake (B21),  
McIntosh, Oklawaha,  
Orange Springs, Salt Springs and  
Silver Springs Shores.

**DAYTONA BEACH:**

New Smyrna Beach.

**TAMPA:**

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

**CLEARWATER:**

St. Petersburg, Tampa-West and  
Tarpon Springs.

**ST. PETERSBURG:**

Clearwater.

**LAKELAND:**

Bartow, Mulberry, Plant City,  
Polk City and Winter Haven.

**ORLANDO:**

Apopka, East Orange, Lake Buena  
Vista, Oviedo, Windermere,  
Winter Garden,  
Winter Park, Montverde, Reedy  
Creek, and Oviedo-Winter  
Springs.

**WINTER PARK:**

Apopka, East Orange, Lake Buena Vista,  
Orlando, Oviedo, Sanford, Windermere,  
Winter Garden, Oviedo-Winter Springs  
Reedy Creek, Geneva and Montverde.

**TITUSVILLE:**

Cocoa and Cocoa Beach.

**COCOA:**

Cocoa Beach, Eau Gallie,  
Melbourne and Titusville.

**MELBOURNE:**

Cocoa, Cocoa Beach, Eau Gallie  
and Sebastian.

**SARASOTA:**

Bradenton, Myakka and Venice.

**FT. MYERS:**

Cape Coral, Ft. Myers Beach, North Cape  
Coral, North Ft. Myers, Pine Island, Lehigh  
Acres and Sanibel-Captiva Islands.

**NAPLES:**

Marco Island and North Naples.

**WEST PALM BEACH:**

Boynton Beach and Jupiter.



**POMPANO BEACH:**

**Boca Raton, Coral Springs,  
Deerfield Beach and Ft.  
Lauderdale.**

**FT. LAUDERDALE:**

**Coral Springs, Deerfield Beach,  
Hollywood and Pompano Beach.**

**HOLLYWOOD:**

**Ft. Lauderdale and North Dade.**

**NORTH DADE:**

**Hollywood, Miami and Perrine.**

**MIAMI:**

**Homestead, North Dade and  
Perrine**

**\*\* APPENDIX B \*\***

**\*\* GLOSSARY \*\***

**ACCESS CODE:** The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

**BYPASS:** Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

**CARRIERS CARRIER:** An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

**CENTRAL OFFICE:** A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

**CENTRAL OFFICE CODE:** The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

**COMMISSION:** The Florida Public Service Commission.

**COMPANY, TELEPHONE COMPANY, UTILITY:** These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

**DEDICATED FACILITY:** The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

**END USER:** The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

**EQUAL ACCESS EXCHANGE AREAS:** EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

**EXCHANGE:** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

**EXCHANGE (SERVICE) AREA:** The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

**EXTENDED AREA SERVICE:** A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

**FACILITIES BASED:** An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

**FOREIGN EXCHANGE SERVICES:** A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

**FEATURE GROUPS:** General categories of unbundled tariffs to stipulate related services.

**Feature Group A:** Line side connections presently serving specialized common carriers.

**Feature Group B:** Trunk side connections without equal digit or code dialing.

**Feature Group C:** Trunk side connections presently serving AT&T-C.

**Feature Group D:** Equal trunk access with subscription.

**INTEREXCHANGE COMPANY:** means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

**INTER-OFFICE CALL:** A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

**INTRA-OFFICE CALL:** A telephone call originating and terminating within the same central office unit or entity.

**INTRASTATE COMMUNICATIONS:** The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

**INTRA-STATE TOLL MESSAGE:** Those toll messages which originate and terminate within the same state.

**LOCAL ACCESS AND TRANSPORT AREA:** LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL EXCHANGE COMPANY (LEC):** Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

**OPTIONAL CALLING PLAN:** An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**900 SERVICE:** A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

**PIN NUMBER:** A group of numbers used by a company to identify their customers.

**PAY TELEPHONE SERVICE COMPANY:** Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

**POINT OF PRESENCE (POP):** Bell-coined term which designates the

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

**PRIMARY SERVICE:** Individual line service or party line service.

**RESELLER:** An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

**STATION:** A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

**SUBSCRIBER, CUSTOMER:** These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

**SUBSCRIBER LINE:** The circuit or channel used to connect the subscriber station with the central office equipment.

**SWITCHING CENTER:** Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

**TRUNK:** A communication channel between central office units or entities, or private branch exchanges.

**ATTACHMENTS:**

- A - CERTIFICATE TRANSFER STATEMENT**
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**
- C - INTRASTATE NETWORK**
- D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES**
- E - GLOSSARY**

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

**Public Telephone Network, Inc.  
d/b/a/ Pubtel**

**Opening Balance Sheet**

**Assets**

Cash	\$ 23,000
Equipment (Computers, Cables and Phones)	50,000
Furniture and Fixtures	25,000
Leasehold Improvements	<u>52,000</u>
<b>Total</b>	<b><u>\$157,000</u></b>

**Liabilities and Stockholders Equity**

Stockholders	\$157,000
<b>Total</b>	<b><u>\$157,000</u></b>

**Public Telephone Network, Inc.  
d/b/a/ Pubtel**

**Income Projections  
Year One**

Sales	\$8,000,000
Cost of Sales and Expenses	<u>7,200,000</u>
Net Profit	<u>\$ 800,000</u>



TO: Barnett Bank of Miami Financial Condition as of June 15, 1999

Please read the following directions before completing this Personal Financial Statement. Attach additional sheets if necessary.

1. Complete all sections, except Section 2, if you are applying for credit in your own name and are relying solely on your own income or assets for repayment.
2. If this personal financial statement relates to your individual guaranty of the indebtedness of another person(s), firm(s), or corporation(s), complete all sections except Section 2.
3. If you are applying for joint credit or will jointly guaranty indebtedness with another person, provide information about the joint applicant in Section 2.
4. If you are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as a basis for repayment of the credit requested, provide information about the person on whose alimony, support or maintenance payments, income or assets you are relying in Section 2.

NAME <b>Rachel J. Baynes</b>		NAME	
RESIDENCE ADDRESS <b>2082 N.E. 120th Road</b>		RESIDENCE ADDRESS	
CITY <b>North Miami, FL</b>	STATE <b>FL</b>	CITY	STATE
ZIP CODE <b>33161</b>		ZIP CODE	
POSITION OR OCCUPATION <b>Publisher</b>	YEARS WITH BUSINESS <b>23</b>	POSITION OR OCCUPATION	YEARS WITH BUSINESS
BUSINESS NAME <b>The Miami Times</b>	BUSINESS TYPE	BUSINESS NAME	BUSINESS TYPE
BUSINESS ADDRESS <b>900 N.W. 54th Street</b>	BUSINESS ADDRESS	BUSINESS ADDRESS	BUSINESS ADDRESS
CITY <b>Miami, FL</b>	STATE <b>FL</b>	CITY	STATE
ZIP CODE <b>33127</b>		ZIP CODE	
HOME PHONE <b>(305) 892-2082</b>	WORK PHONE <b>(305) 757-1900</b>	HOME PHONE	WORK PHONE

Assets	Dollars	J*	Liabilities	Dollars	J*
Cash and Short-term Investments (Schedule A)	65,000		Loans from Banks - Unsecured		
Stocks & Bonds (readily marketable) (Schedule B)			Loans from Banks - Secured		
Unlisted Securities (Schedule C)	3,439,500		Loans from Others		
Accounts & Loans Receivable			Credit Card Balances		
Cash Surrender Value-Life Insurance (Schedule D)	5,000		Taxes Payable		
Retirement Accounts			Loans Against Life Insurance (Schedule D)		
Personal Property	100,000		Mortgages & Obligations Due (Schedule E & F)	197,000	
Automobiles			Notes & Accounts Payable (Schedule G)		
Real Estate - Personal Residences (Schedule H)	1,425,000		Other Liabilities (List):		
Real Estate - Investments (Schedule F)	2,610,000				
Other Assets (List)					
<b>TOTAL ASSETS</b>	<b>7,644,500</b>		<b>TOTAL LIABILITIES</b>	<b>197,000</b>	
			<b>NET WORTH (Total Assets minus Total Liabilities)</b>	<b>7,447,500</b>	

Annual Income	Applicant	Co-Applicant	Annual Expenses	Applicant	Co-Applicant
Salary	90,000		Home Mortgage (Principal & Interest)	0	
Bonus & Commissions	135,000		Loan Payments (Including other P/E)	27,000	
Interest & Dividends	50,000		Income Tax (Federal & State)	20,000	
Alimony, Separate Maintenance, Child Support**			Planned or Required Investments/ Partnership Contributions		
Capital Gains			General Living Expenses	30,000	
Rental Income			Medical Expenses		
Partnership Income			Tuition		
Other Income (Items):			Other Expenses (Items):		
<b>TOTAL INCOME</b>	<b>\$275,000</b>	<b>\$</b>	<b>TOTAL EXPENSES</b>	<b>\$77,000</b>	<b>\$</b>

	Applicant			Co-Applicant		
	Yes	No	Amount	Yes	No	Amount
As endorser or guarantor on notes, leases, contracts or tax liabilities?						
Are there outstanding letters of credit or surety bonds?						
Are there suits or legal actions pending or judgments outstanding?						
Are any tax obligations past due?						
Other contingencies on partnerships, corporations, etc.?						
<b>TOTAL</b>			<b>\$ 0</b>			<b>\$</b>

\* Please check if jointly held.

\*\* Income from alimony, separate maintenance, and/or child support need not be revealed if the applicant or co-applicant does not wish to have it considered as a basis for repaying this obligation.

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Previous editions may be used

88484 Rev 8/88

Name & Location of Institution	Account #	Owners of Accts.	Type of Account (CD, MM, IRA, Checking, Savings, Trust, etc.)	Total (\$ Amount)	Pledged? Y/N	Owner(s) Code*
Peoples Bank		R. Reeves	Checking	15,000	N	A
Peoples Bank		R. Reeves	Savings	50,000	N	A

No. of Shares or Face Value (Bonds)	Description of Security	Market Value	Marg'd? Y/N	Restricted? Y/N	Pledged? Y/N	Owner(s) Code*

No. of Shares	Name & Description	Source of Value	Value	% of Company Owned	Pledged? Y/N	Owner(s) Code*
1,046,500	WGLC, Inc.	Bank Holding Company	3,139,500	63%	N	A
	Courthouse Foods, Inc.	Burger King Stores	300,000	60	N	A

\*Owner(s) Code: A = Applicant AC = Joint Account of Applicant and Co-Applicant JC = Joint Account of Co-Applicant and another party  
 C = Co-Applicant JA = Joint Account of Applicant and another party

Name of Insurance Company	Owner of Policy	Name of Beneficiary	Face Value of Policy	Policy Loans	Cash Surrender Value	Assigned? Y/N
Metropolitan	Rachel Reeves	Janis Reeves	50K	0	5K	N

Description & Address of Property	Title in Name of	Purchase Date	Cost	Mortgage Holder	Maturity Date	Present Mtg. Balance	Monthly Payt.	Market Value
2082 NE 120 Road	Rachel Reeves	1990	725,000	0		0		1.1MM
7600 NW 14 Court	Rachel Reeves	1991	45,000	Magna		12,000	390	65,000
The Grand #3648	Rachel Reeves	1994	170 K	Peoples		135,000	1502	200,000
770 NW 58 St #2	Rachel Reeves	1992	40,000	1st National		10,000	380	60,000

Description & Address of Property (Type & Size)	Title in Name of	% Owned	Purchase Date	Cost	Mortgage Holder	Maturity Date	Present Mtg. Balance	Monthly Payt.	Market Value
Evergreen Cemetery	Garth & R. Reeves	80%	1995		None		0		950,000
RMSD, Inc.	"	50%			City of Miami	1998	60K	2100	1.5M
Somit Funding, Inc.	Rachel Reeves	100%	1996		None		0		160,000

Name of Creditor & Account #	Orig. Amount of Loan	Payment/ Repayment Terms	Maturity Date	Interest Rate	Description of Collateral (if any)	Balance Owng	Debtor(s) Code*
Peoples Bank	1502 mo.				Condo #3648	135,000	A
1st Nationwide	275 mo.				Truck #2	10,000	A
Magna	390 mo.				3 Br House	12,000	A

\*Debtor(s) Code: A = Applicant AC = Joint Account of Applicant and Co-Applicant JC = Joint Account of Co-Applicant and another party  
 C = Co-Applicant JA = Joint Account of Applicant and another party

**Personal Information**

DEPENDENT Number: 1 Ages: 8 ALLIANCE, GRANT, SUPPORT, MAINTENANCE, OR PARENT INCOME TAX BENEFIT THROUGH Date: 8 0

DO YOU HAVE A WILL?  Yes  No If Yes, name of executor:

DO YOU HAVE LIABILITY INSURANCE?  Yes  No If Yes, name of carrier:

HAVE YOU OR ANY BUSINESS ENTITY IN WHICH YOU HAVE BEEN ASSOCIATED EVER BEEN DECLARED BANKRUPT?  Yes  No If Yes, describe:

The information contained in this statement is provided for the purpose of obtaining, or maintaining credit with the Bank on behalf of the undersigned or person, firm or corporation in whose behalf the undersigned may either severally or jointly with others, assume a guaranty in the Bank's favor. Each undersigned understands that the Bank is relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that the Bank may consider this statement as continuing to be true and correct until a written notice of a change is given to the Bank by the undersigned. The Bank is authorized to make all inquiries it deems necessary to verify the accuracy of the statements made herein, and to determine the credit worthiness of the undersigned. Additionally, the Bank is authorized to share this statement with Bancell Bank, Inc. and its subsidiaries. The Bank is authorized to answer questions about its credit experience with the undersigned.

DATE SIGNED: 7/9/98 SIGNATURE (INDIVIDUAL): *Wacker D. Queen* SOCIAL SECURITY #: 268-92-8551 DATE OF BIRTH: 5/22/60

DATE SIGNED: SIGNATURE (OTHER PARTY/CO-APPLICANT): SOCIAL SECURITY #: DATE OF BIRTH:



TO: Barnett Bank of Miami Financial Condition as of December 26, 1997

Please read the following directions before completing this Personal Financial Statement. Attach additional sheets if necessary.

1. Complete all sections, except Section 2, if you are applying for credit in your own name and are relying solely on your own income or assets for repayment.
2. If this personal financial statement relates to your individual guaranty of the indebtedness of another person(s), firm(s), or corporation(s), complete all sections except Section 2.
3. If you are applying for joint credit or will jointly guaranty indebtedness with another person, provide information about the joint applicant in Section 2.
4. If you are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as a basis for repayment of the credit requested, provide information about the person on whose alimony, support or maintenance payments, income or assets you are relying in Section 2.

Section 1 - Individual Applicant Information				Section 2 - Joint Applicant Information			
NAME <b>Carth C. Reeves</b>				NAME			
RESIDENCE ADDRESS <b>2082 N.E. 121st Road</b>				RESIDENCE ADDRESS			
CITY <b>North Miami</b> STATE <b>FL</b> ZIP CODE <b>33181</b>		CITY		STATE		ZIP CODE	
POSITION OR OCCUPATION <b>Publisher</b>		YEARS WITH BUSINESS		POSITION OR OCCUPATION		YEARS WITH BUSINESS	
BUSINESS NAME <b>The Miami Times</b>				BUSINESS NAME			
BUSINESS ADDRESS <b>900 N.W. 54th Street</b>				BUSINESS ADDRESS			
OFFICE CITY <b>Miami</b> STATE <b>FL</b> ZIP CODE <b>33127</b>		OFFICE CITY		STATE		ZIP CODE	
HOME PHONE (305) <b>893-2715</b>		BUSINESS PHONE (305) <b>754-4200</b>		HOME PHONE		BUSINESS PHONE	

Section 3 - Balance Sheet (All in U.S. Dollars)					
Assets	Dollars	Jr*	Liabilities	Dollars	Jr*
Cash and Short-term Investments (Schedule A)	45,000		Loans from Banks - Unsecured		
Stocks & Bonds (readily marketable) (Schedule B)			Loans from Banks - Secured		
Unlisted Securities (Schedule C)	1,723,000		Loans from Others		
Accounts & Loans Receivable	1,004,000		Credit Card Balances		
Cash Surrender Value-Life Insurance (Schedule D)	290,000		Taxes Payable		
Retirement Accounts			Loans Against Life Insurance (Schedule D)		
Personal Property	50,000		Mortgages & Obligations Due (Schedule E & F)		
Automobiles	24,000		Notes & Accounts Payable (Schedule G)		
Real Estate - Personal Residences (Schedule H)	1,490,000		Other Liabilities (List)		
Real Estate - Investments (Schedule F)	1,860,000				
Other Assets (List)	50,000				
<b>Evergreen Cemetery</b>	<b>20,000</b>				
<b>TOTAL ASSETS</b>	<b>6,496,000</b>		<b>TOTAL LIABILITIES</b>	<b>-0-</b>	
			<b>NET WORTH (Total Assets minus Total Liabilities)</b> <b>6,496,000</b>		

Section 4 - Income Statement					
Annual Income	Applicant	Co-Applicant	Annual Expenses	Applicant	Co-Applicant
Salary (Social Sec.)	18,000		Home Mortgage (Principal & Interest)		
Bonus & Commissions	100,000		Loan Payments (Including other P/R)		
Interest & Dividends	50,000		Income Tax (Federal & State)	5,000	
Alimony, Separate Maintenance, Child Support**			Planned or Required Investments/Partnership Contributions		
Capital Gains			General Living Expenses	90,000	
Rental Income	20,000		Medical Expenses	5,000	
Partnership Income			Tuition		
Other Income (Itemize):			Other Expenses (Itemize):		
<b>TOTAL INCOME</b>	<b>\$</b>	<b>\$</b>	<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>\$</b>

Section 5 - Contingencies (All in U.S. Dollars)					
Contingency	Applicant	Co-Applicant	Contingency	Applicant	Co-Applicant
As endorser or guarantor on notes, leases, contracts or tax liabilities?	Yes	No	Amount	Yes	No
Are there outstanding letters of credit or surety bonds?	Yes	No	Amount	Yes	No
Are there suits or legal actions pending or judgements outstanding?	Yes	No	Amount	Yes	No
Are any tax obligations past due?	Yes	No	Amount	Yes	No
Other contingencies on partnerships, corporations, etc.?	Yes	No	Amount	Yes	No
<b>TOTAL</b>	<b>Yes</b>	<b>No</b>	<b>\$ 1,000</b>	<b>Yes</b>	<b>No</b>

\* Please check if jointly held.  
 \*\* Income from alimony, separate maintenance, and/or child support need not be revealed if the applicant or co-applicant does not wish to have it considered as a basis for repaying this obligation.

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Name & Location of Institution	Account #	Owners of Accts.	Type of Acct. (Savings, IRA, Checking, etc.)	Total (\$ Amount)	Registered Y/N	Owner(s) Code
Peoples Bank		G. Reeves	Checking	30,000	Y	A
Capital Bank		G. Reeves	Checking	15,000	N	

No. of Shares or Face Value (Bonds)	Description of Security	Market Value	Registered Y/N	Registered Y/N	Registered Y/N	Owner(s) Code

No. of Shares	Name & Description	Source of Value	Value	% of Company Owned	Registered Y/N	Owner(s) Code
21,253	Capital Bank WA		180,000		Y	A
4,753	Bayside Center		425,000		Y	A
220,000	WOLC, Inc. (Peoples)		1,100,000	47	Y	A

\*Owner(s) Code: A = Applicant AC = Joint Account of Applicant and Co-Applicant JC = Joint Account of Co-Applicant and another party  
 C = Co-Applicant JA = Joint Account of Applicant and another party

Name of Insurance Company	Owner of Policy	Name of Beneficiary	Face Value of Policy	Policy Loans	Cash Surrender Value	Registered Y/N
Guardian Life	G. Reeves	B. Reeves	100,000	none	200,000	Y
Prudential	G. Reeves	B. Reeves	100,000	none	50,000	N
Metropolitan	G. Reeves	B. Reeves	100,000	none	40,000	N

Description & Address of Property	Title in Name of	Purchase Date	Cost	Mortgage Holder	Maturity Date	Monthly Paymt.	Market Value
2082 NE 121 Rd	G. Reeves	1994	675,000	none			900,000
Prospert Condo	G. Reeves	1999	55,000				90,000
Brown House, Gch.	G. Reeves	1983	85,000				500,000

Description & Address of Property (Type & Size)	Title in Name of	% Owned	Purchase Date	Cost	Mortgage Holder	Maturity Date	Present Value	Market Value
Dads Property	Garth Reeves	100		1,900	none			1,000
Statewide Property	Garth Reeves	100		600	none			600

Name of Creditor & Account #	Orig. Amount of Loan	Payment/Repayment Terms	Date	Rate	Interest (if any)	Balance Owing	Owner(s) Code

\*Debtor(s) Code: A = Applicant AC = Joint Account of Applicant and Co-Applicant JC = Joint Account of Co-Applicant and another party  
 C = Co-Applicant JA = Joint Account of Applicant and another party

**Personal Information**

DEPENDENTS: Number: 1 Age: 67 ALIEN OR CHILD SUPPORT OBLIGATIONS: \$ INCOME TAX FILED THROUGH: 12/31/95

DO YOU HAVE A WILL?  Yes  No If Yes, name of executor:

DO YOU HAVE DISABILITY INSURANCE?  Yes  No If Yes, name of carrier:

HAVE YOU OR ANY BUSINESS ENTITY IN WHICH YOU HAVE BEEN ASSOCIATED EVER BEEN DECLARED BANKRUPT?  Yes  No If Yes, describe:

The information contained in this statement is provided for the purpose of obtaining, or maintaining credit with the Bank on behalf of the undersigned or person, firm or corporation in whose behalf the undersigned may either severally or jointly with others, execute a guaranty in the Bank's favor. The undersigned understands that the Bank is relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant a credit line, and the undersigned warrants that the information provided is true and complete and that the Bank may consider this statement as according to be true and complete. The undersigned warrants that the Bank is authorized to make all inquiries it deems necessary to verify the accuracy of the statements made herein, and to determine the present and past status of the undersigned. Additionally, the Bank is authorized to share this statement with Bancard Service, Inc. and its subsidiaries. The Bank is authorized to use the information provided herein for credit purposes only.

DATE OF STATE: 5/21/98 SIGNATURE: *Garth C Reeves* SOCIAL SECURITY #: 261-28-1424 DATE OF BIRTH: 2/12/19

DATE SIGNED: SOCIAL SECURITY #: DATE OF BIRTH:

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Public Telephone Network, Inc., with principal offices at 6015 Northwest 7th Avenue, Miami, FL 33127. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

<b>SHEET</b>	<b>REVISION</b>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

**TABLE OF CONTENTS**

Title Sheet.....1  
Check Sheet.....2  
Table of Contents.....3  
Symbols Sheet.....4  
Tariff Format Sheets.....5  
Section 1 - Technical Terms and Abbreviations.....6  
Section 2 - Rules and Regulations.....8  
Section 3 - Description of Service.....16  
Section 4 - Rates.....20

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

**D** - Delete Or Discontinue

**I** - Change Resulting In An Increase to A Customer's Bill

**M** - Moved From Another Tariff Location

**N** - New

**R** - Change Resulting In A Reduction To A Customer's Bill

**T** - Change in Text Or Regulation But No Change In Rate Or Charge

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127



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**TARIFF FORMAT SHEETS**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(1).
- 2.1.1.A.1.(a).I.(1).(1).

**D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the customer's location to a Public Telephone Network, Inc. switching center.

**Automated Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call.

**Authorization Code** - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

**Company or Carrier** - Public Telephone Network, Inc., d/b/a PUBTEL unless otherwise clearly indicated by the context.

**Customer or End User** - the person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

**Calling Card** - A billing convenience whereby the End User may bill the charges for a call to an approved telephone company issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

**Collect Billing** - A billing convenience whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Credit Card** - A billing convenience whereby the End User may bill the charges for a call to an authorized national charge card. The terms and conditions of the agreement between the credit card company and its patrons will apply to payment arrangements.

**Day** - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

**Evening** - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

**Holidays** - The Company's recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, July 4th, Labor day, Thanksgiving Day, Christmas Day.

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS. CON'T.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

FPSC - The Florida Public Service commission.

Operator-Station-Call - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed collect or to a telephone company-issued calling card or to an authorized Credit card are Operator Station calls unless the call is placed on a Person-to-Person basis. Automated Calling card calls are not Operator-Station calls.

PATS - A Pay Telephone instrument which is owned and operated by a person or company which is not a local exchange telephone company.

Pay Telephone - A telephone instrument equipped with a device that allows a charge to be made for each call.

Person-to-Person call - A service whereby the originating End User specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

PUBTEL - Public Telephone Network, Inc.

Rate Center - A geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage for the purposes of rating a call.

Subscriber - the person, firm, partnership, corporation, or other entity who owns, leases, or manages the pay telephone, PBX, or other switch vehicle from which a Customer or End User places a call utilizing the services of the Company. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer or an End User.

Third Party Billing - A billing convenience by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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ISSUED:

EFFECTIVE: \_ \_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Public Telephone Network, Inc.**

Public Telephone Network, Inc. services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

PUBTEL installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

**2.2 Limitations.**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 PUBTEL reserves the right to discontinue or limit service when necessitated by conditions beyond its control or when the Subscriber or Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by PUBTEL and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.2 Limitations (Cont.)**

interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.2.6 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of the Company.**

2.4.1 PUBTEL's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.4. Liabilities of the Company**

2.4.2 (Con't)

disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3

The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the company under this tariff; or for any act or omission of the customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4

No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company, except independent sales agents who may from time to time be employed by another carrier.

2.4.5

The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

**2.5 Deposits**

The Company does not require a deposit from the Customer or Subscriber.

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**SECTION 2 - RULES AND REGULATIONS, CON'T.**

**2.6 Advance Payments**

For Customers or Subscribers whom the Company feels an advance payment is necessary, PUBTEL reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

**2.7. Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of PUBTEL's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.9 Installation and Termination**

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in the tables and schedules contained in this tariff.

**2.10 Payment for Service**

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a

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By:

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6015 Northwest 7th Avenue  
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**SECTION 2 - RULES AND REGULATIONS, CON'T.**

local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the FPSC. Any objections to billed charges must be promptly reported to the Company's billing agent. Adjustments to customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.11 Notice Requirements**

As long as required by the FPSC, Subscribers to PUBTEL International Service or to PUBTEL private Pay Telephone Service must post an informational card or sticker on or near the telephone instrument which states:

- o InterLATA operator assisted calling is provided by Public Telephone Network, Inc. (PUBTEL)
- o Calls carried by PUBTEL may be billed to a local telephone company-issued calling card, to designated major credit cards, or collect to the called party at PUBTEL rates.
- o PUBTEL rates may be obtained from the 00 - operator.  
or
- o [post appropriate intrastate PUBTEL Rate Schedule]
- o InterLATA calls may be direct dialed by inserting the appropriate amount of coins or by dialing 00.
- o IntralATA calls may be direct dialed by inserting the appropriate amount of coins or by dialing 0.
- o IntralATA rates may be found in the front of the local telephone directory.

**2.12 Other Rules**

- 2.12.1 The Company reserves the right to refuse Third Party billing at its discretion.

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SECTION 2 - RULES AND REGULATIONS CON'T.

- 2.12.2 The Company reserves the right to refuse to process Credit card or Calling Card billed calls when authorization for use of the card cannot be validated.
- 2.12.3 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the FPSC.

**2.13 Interruption of Service.**

- 2.13.1 Credit allowance for the interruption of service which is not due to The Company's testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the customer's obligation to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, if any, furnished by the customer and connected to the Company's facilities.
- 2.13.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.13.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.13.4 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

Credit =  $A/720 \times B$

"A" - outage time in hours

"B" - total monthly charge for affected facility

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**SECTION 2 - RULES AND REGULATIONS COM'T.**

**2.14 Conditions Governing Operator Services**

Public Telephone Network, Inc. shall identify itself as "PUBTEL", audibly and distinctly, to the end user at the beginning of each telephone call, again before connecting the call, and before the billed party incurs any charge for the call.

**2.15 Special Conditions Governing Operator Services**

Each customer subscribing to PUBTEL's operator services must disclose the following information to transient end user by displaying the following information supplied on stickers or tent cards provided by the Company.

- 1) Company name - Public Telephone Network, Inc. "PUBTEL"
- 2) Rates for operator services -
 

Collect Station to Station	\$1.00
Collect Person to Person	\$2.50
Person to Person	\$2.50
Station to Station	\$1.00
Customer Dialed Calling Card	\$ .80
- 3) Billing Procedures - all operator services and long distance rates will be billed to the end user at time of check-out, through your local telephone company or to your credit card.
- 4) IntralATA dialing instructions please consult your local telephone company directory or operator or dial 0 and the operator will connect you to a local operator.
- 5) IntralATA rates - Please consult your local telephone company director or operator.
- 6) InterLATA dialing instruction - dial 9+1+area code+number.
- 7) interLATA rates dial 1 800 XXX XXX or any operator at 910 for interLATA long distance rates.
- 8) Surcharges for local calls - establishment charge for local calls: \$ X.00/X% (to be billed by establishment).

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SECTION 2 - RULES AND REGULATIONS, CONT.

- 9) Surcharge for long distance calls establishment charge for long distance calls: \$ X.00/X\* (to be billed by establishment).

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls****3.1.1 When Billing Charges Begin and End For Phone Calls**

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

**3.1.2 Billing Increments**

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

**3.1.3 Per Call Billing Charges**

Billing will be rounded up to the nearest penny for each call.

**3.1.4 Uncompleted Calls**

There shall be no charges for uncompleted calls.

**3.2 Billing of Calls**

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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**SECTION 3 - DESCRIPTION OF SERVICE (CON'T).**

**3.3 Payment of Calls**

**3.3.1 Late Payment Charges**

Interest charges of 1 1/2% per month may be assessed on all unpaid balances more than thirty days old.

**3.3.2 Return Check Charges**

A return check charge of \$20.00 or 5% of the amount of the check, (whichever is greater) will be assessed for checks returned for insufficient funds.

**3.4 Restoration of Service**

A reconnection fee of \$25.00 per occurrence is charged when service is reestablished for customers who had been disconnected for non-payment.

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

**3.4 Calculation of Distance**

Usage charges for all mileage sensitive products and services are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

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**SECTION 3 - DESCRIPTION OF SERVICE COM'T.**

**FORMULA:**

$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

**EXAMPLE:** distance between Miami and Tallahassee -

Miami:	V	H
	8,354	546
Tallahassee	<u>7,871</u>	<u>1,174</u>
	483	-1,174

Square and add: 233,289 + 1,3799,276 = 1,611,565

Divide by 10 and round: 1,611,565 /10 = 161,156.5  
= 161,157

Take square root and round: 161,157 = 401.4  
= 402 miles

**3.5 Minimum Call Completion Rate:**

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all FG D services ("1+" dialing).

**3.6 Service Offerings**

**3.6.1 PUBTEL**

PUBTEL I is a flat rate, direct access, inter/intrastate service designated for the customer with less than \$2000 of monthly long distance usage.

**3.6.2 PUBTEL II**

PUBTEL II is a dial-up service designated for the small customer with no premise facilities or who travels around the local area and needs access to PUBTEL network. Service is gained through dialing a local number or 950 - access and entering an authorization code.

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**SECTION 3 - DESCRIPTION OF SERVICE COM'T.**

**3.6.3 PUBTEL**

PUBTELWATS is a direct access mileage, usage sensitive WATS offering requiring a dedicated access line for the customer to use this service. This is an outbound service only; no incoming calls will terminate over the dedicated lines used for this service.

**3.6.4 PUBTEL 800**

PUBTEL 800 service is a direct access, incoming only, usage sensitive WATS offering requiring a dedicated access line for use. This is a service whereby a customer can be billed at reduced rates for calls to his premises.

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**SECTION 4 - RATES**

**4.1 FUBTEL I**

<u>Monthly Usage Charge</u>	<u>Maximum Usage</u>	<u>Per Add'l Min.</u>
\$1995	200 Hours	\$ .30

Installation Fee: \$300

Calls are rounded to the next higher 1 / 10 minute for billing purposes.

**4.2 FUBTEL II**

<u>Miles</u>	<u>Day</u>	<u>Eve.</u>	<u>Night</u>
0-11	.897	.765	.432
11-22	.776	.656	.345
23-124	.567	.789	.232
125-292	.588	.433	.212
293-430	.545	.545	.545
431+	.777	.499	.433

Installation Fee: none

Monthly recurring charge: \$20

Calls are rounded to the next higher 1/6 minute.

**4.3 FUBTEL Maximum AOS-ATT Rate Cap For Operator Services**

<u>Miles</u>	<u>Day</u>		<u>Eve.</u>		<u>Night/Weekend</u>	
	<u>Initial Minute</u>	<u>Each Add'L Minute</u>	<u>Initial Minute</u>	<u>Each Add'L Minute</u>	<u>Initial Minute</u>	<u>Each Add'L Minute</u>
0-10	\$.1900	\$.0900	\$.1425	\$.0675	\$.0950	\$.0450
11-22	.2600	.1600	.1950	.1200	.1350	.0800
23-55	.2700	.2180	.2025	.1635	.1550	.1140
56-124	.2700	.2200	.2025	.1650	.1585	.1200

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**SECTION 4 - RATES continued**

125-292	.2700	.2260	.2025	.1700	.1610	.1235
293-430	.2700	.2300	.2025	.1725	.1625	.1235
431-624	.2700	.2350	.2025	.1725	.1660	.1285

**4.4 PUBTELMATS**

<u>Miles</u>	<u>0-100 Hours</u>	<u>100.1-250</u>	<u>251+</u>
0-10	.45	.40	.12
11-22	.46	.41	.13
23-124	.47	.42	.14
125-292	.48	.43	.15
293+	.50	.45	.18

Rates are per minute.

Installation charge: \$250 plus dedicated line(s).

Monthly Recurring charge: \$49.50

Calls are rounded to the next higher 1/10 minute.

**4.5 PUBTEL 800**

<u>0-100 Hours</u>	<u>101-250</u>	<u>250+</u>
.344/minute	.234/minute	.121/minute

Other charges are the same as PUBTELMATS

**4.6 Special Promotions**

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

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**SECTION 4 - Rates Con't.**

**4.7 Special Rates For The Handicapped**

**4.7.1 Directory Assistance**

There shall be no charge for up to twenty-five (25) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle."

**4.7.2 Hearing and Speech Impaired Persons**

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

**4.7.3 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call.

The above discounts apply only to time sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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By:

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Miami, Florida 33127

DEPOSIT

DATE

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JUL 23 1998

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \***

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**WITHIN THE STATE OF FLORIDA**

**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:  

Florida Public Service Commission  
 Division of Communications  
 Bureau of Service Evaluation  
 2540 Shumard Oak Blvd.  
 Gunter Building  
 Tallahassee, Florida 32399-0850  
 (904) 413-6600
- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

1005



**PUBTEL**

**PUBLIC TELEPHONE NETWORK, INC.**  
P.O. BOX 470308  
MIAMI, FL 33247

DATE

JUL 23, 1998

63-6767670

PAY TO THE ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

\$ 250.00

DOLLARS



FOR IXC APPLICATION

*Joseph C. Rives*