

981489-TC

APPLICATION

DEPOSIT  
D027

DATE  
NOV 02 1998

1. Name of company;

MICHAEL & ALLEN MATTA

2. Name under which applicant will do business (fictitious name, etc.):

FLORIDA PAYPHONES

3. Official mailing address (including street name & number, post office box, city, state, and zip code).

P.O. Box 61691  
FT. MYERS, FL 33906

4. Florida address (including street name & number, post office box, city, state, and zip code):

SAME AS ABOVE

5. Structure of organization:

- Individual
- General Partnership
- Other, \_\_\_\_\_
- Corporation
- Limited Partnership

6. If incorporated in Florida, provide proof of authority to operate in Florida:

(a) Florida Secretary of State Corporate registration number: \_\_\_\_\_

DOCUMENT NUMBER-DATE  
12184 NOV-2 98  
FPCO-RECORDS/REPORTING

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
NOV 2 2 1998  
MAIL ROOM

# APPLICATION

7. If using fictitious name-d/b/a, provide proof of compliance with the fictitious name statute (Chapter 865.09 FS) to operate in Florida:

(a) Florida Fictitious Name registration number: G98280000135

8. F. E. I. Number (if applicable): \_\_\_\_\_

9. If individual, provide;

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

10. If applicant is a partnership, provide name, title and address of all partners and a copy of the partnership agreement.

a. Name: MICHAEL E. MATTA ALLEN MATTA  
Title: OWNER OWNER  
Address: 14261 HICKORY LINKS CT. 13090 WHITE MARSH LN.  
UNIT 1222 UNIT 106  
City/State/Zip: FT. MYERS, FL 33912 FT. MYERS, FL 33912  
Telephone No.: 941-437-5333 Fax No.: 941-437-2969

## APPLICATION

Internet E-Mail Address: PAYPHONE @ PEGANET.COM

Internet Website Address: \_\_\_\_\_

b. Name: ALLEN MATTA

Title: OWNER

Address: 13090 WHITE MARSH LN., #106

City/State/Zip: FT. MYERS, FL 33912

Telephone No.: 941-437-5333 Fax No.: 941-437-2969

Internet E-Mail Address: PAYPHONE @ PEGANET.COM

Internet Website Address: \_\_\_\_\_

1. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: MICHAEL E. MATTA

Title: CO-OWNER

Address: P.O. BOX 61691

City/State/Zip: FT. MYERS, FL 33906

Telephone No.: 941-437-5333 Fax No.: 941-437-2969

Internet E-Mail Address: PAYPHONE @ PEGANET.COM

Internet Website Address: \_\_\_\_\_

(b) Official Point of Contact for the ongoing operations of the company:

# APPLICATION

Name: ALLEN MATTA  
Title: CO-OWNER  
Address: P.O. BOX 61691  
City/State/Zip: FT. MYERS, FL 33906  
Telephone No.: 941-437-5333 Fax No.: 941-437-2969  
Internet E-Mail Address: PMYPHONE@PEGANET.COM  
Internet Website Address: \_\_\_\_\_

(c) Complaints/Inquiries from customers:

Name: MICHAEL E. MATTA  
Title: CO-OWNER  
Address: P.O. BOX 61691  
City/State/Zip: FT. MYERS, FL 33906  
Telephone No.: 941-437-5333 Fax No.: 941-437-2969  
Internet E-Mail Address: PMYPHONE@PEGANET.COM  
Internet Website Address: \_\_\_\_\_

12. Indicate if applicant or any subsidiary, partner, officers, director, or any stockholder has been previously adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

If so, provide explanation.

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## APPLICATION

13. Has the applicant or any subsidiary, partner, officer, director, or any stockholder ever been granted or denied a pay telephone certificate in the State of Florida? (This includes active and canceled pay telephone certificates.) If yes, provide explanation and list the certificate holder and certificate number.

No

14. Is the applicant or any subsidiary, partner, officer, director, or any stockholder a subsidiary, partner, officer in any other Florida certificated pay telephone company? If yes, give name of company and relationship. If no longer associated with company, give reason why not.

MICHAEL MATTA SOLE PROPRIETOR OF UNIVERSAL  
PAYPHONES HAS SOLD UNIVERSAL PAYPHONES

15. List the states in which the applicant:

a. Is currently providing pay telephone service:

NONE

# APPLICATION

b. Has applications pending to be certificated as a pay telephone provider:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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, rules, or orders. Explain circumstances:

\_\_\_\_\_ NONE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. Please check (✓) the services that will be provided:

LOCAL  
LONG DISTANCE  
COIN  
CALLING CARD  
CREDIT CARD  
OTHER (Describe)

\_\_\_\_\_

\_\_\_\_\_

# APPLICATION

17. Proposed number of pay telephone instruments the applicant plans to install/operate in the first year: 10 To 20

18. How does the applicant intend to service and maintain each payphone (✓) (check all that apply)

- PERSONALLY
  - FULL-TIME TECHNICIAN
  - PART-TIME TECHNICIAN
  - SERVICE/REPAIR/MAINTENANCE CONTRACT
  - OTHER (Describe)
- 
- 
- 

19. Will each of the pay telephones to be installed provide access to all locally available long distance carriers via 10XXX+0, 1010XXX, 950-XXXX, and 1-800? (See Rule 25-24.515(6), F.A.C.)

(✓) Yes ( ) No

Explain: 

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20. Will each of the pay telephones to be installed 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 ( ) No

**\*\* 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 the 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:** I understand that a non-refundable application fee of **\$100.00** must be submitted with the application.

**UTILITY OFFICIAL:**

<u>Allen Matthews</u>	<u>10-26-98</u>
Signature	Date
<u>Co-OWNER</u>	<u>941-437-5333</u>
Title	Telephone No.

Address: P.O. Box 61691  
FT. MYERS, FL 33906  
\_\_\_\_\_  
\_\_\_\_\_

Fax No. 941.437-2969

**ATTACHMENTS:**

- A - Affidavit
- B - Applicant Acknowledgment



**AFFIDAVIT**

By my signature below, I, the undersigned owner/officer, have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

I will comply with all current and future Commission requirements regarding pay telephone service. I understand that I am required to pay a regulatory assessment fee (minimum of \$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 in the application within 10 days of the change.

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:**

Allen Matta 10-26-98  
Signature: Date

ALLEN MATTA  
Printed Name:

Co - OWNER 941-437-2969  
Title: Fax No.

P.O. Box 61691  
FT. MYERS, FL 33906  
Address:

**APPLICANT ACKNOWLEDGEMENT**

**Applicant:** FLORIDA PAYPHONES

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

**Signature:** Allen Matta **Date:** 10-26-98

**Printed Name:** ALLEN MATTA

**Title:** CO-OWNER

**Address:** P.O. Box 61691  
FT. MYERS, FL 33906

**Telephone No.** 941-437-5333

**Fax No.** 941-437-2969

**THIS ACKNOWLEDGEMENT FORM 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.**

**FLORIDA PAYPHONES  
PARTNERSHIP AGREEMENT**

This agreement is made on October 31, 1998, between **MICHAEL E. MATTA** and **ALLEN MATTA** ("Partners").

The parties agree as follows:

1. The parties form a partnership under the laws of the state of Florida and the name Florida Payphones ("Partnership") for the purpose of establishing and operating a pay phone route ("Project").
2. The Partnership shall have its principal office at 8720 Alico Rd., Ste. 4, Ft. Myers, FL 33912 or any other place Partners designate. The term of the Partnership shall begin on the date of this agreement and continue from year to year thereafter until terminated by the consent of all Partners.
3. The percentage interest of the Partners and initial capital contributions to be made on October 15, 1998 shall be:

	<u>Percentage Interest</u>	<u>Initial Capital</u>
<b>MICHAEL E. MATTA</b>	50%	\$4000.00
<b>ALLEN MATTA</b>	50%	\$4000.00

4. Except as required in paragraph 3, no Partner shall be required to make additional contributions to the capital of the Partnership. Any additional contributions to the capital of the Partnership shall be made only pursuant to unanimous agreement of the Partners.
5. A capital account shall be maintained for each Partner. The account shall consist of the Partner's original capital contribution increased by the Partner's additional contributions to capital and by the share of profits of the Partner and decreased by the Partner's share of Partnership losses and by distributions to the Partner.
6. The net profits and net losses of the Partnership shall be shared by the Partners in proportion to their percentage interest in the Partnership. The terms "net profits" and "net losses" shall mean net profits and net losses of the Partnership as determined for federal income tax purposes.
7. No interest shall be paid on any Partner's capital.

8. Distribution of cash or other property shall be made to the Partners from time to time as the Partners shall agree and in proportion to their percentage interests.
9. Each Partner shall have an equal voice in the management of the Partnership business. All decisions relating to the Partnership business shall be made by unanimous agreement of the Partners. No Partner shall, as a matter of course, receive compensation for services rendered to the Partnership, but the Partners may agree that services shall be provided to the Partnership by one Partner or a related individual or entity and, if agreed to by all Partners, the services shall be compensated as provided in the agreement.
10. This agreement may be amended only by a writing that is signed by both Partners.
11. No Partner shall sell, mortgage, encumber, or in any other way transfer his Partnership interest except as contemplated in paragraph 12.
12. On the withdrawal, death, disability, or bankruptcy of a Partner, the Partner (or his personal representative or trustee) shall cease being a Partner. However, the Partner (or personal representative or trustee) shall continue to share in the net income and losses of the Partnership until the Partnership purchases and redeems his percentage interest, as provided in paragraph 13 of this agreement. The Partner (or his personal representative or trustee) shall have no voice in the management of the Partnership's business and affairs and no authority to participate in making determinations under paragraph 9.
13. Within 60 days (Option Period) after the end of the fiscal year of the Partnership in which a Partner dies, is determined to be disabled by two licensed physicians, is adjudicated bankrupt, or withdraws from the Partnership (Triggering Event), the Partnership shall elect one of the following (Option): (a) to purchase and redeem the percentage interest of the Partner at a purchase price equal to the fair market value of the Partner's percentage interest net equity in a lump sum payment; (b) to purchase and redeem the percentage interest of the Partner at a purchase price equal to the fair market value of the Partner's percentage interest net equity in five equal annual installments, with interest at twelve (12%) percent per annum; (c) to sell 100% of the partnership assets to a third party at a purchase price equal to the fair market value of the Partnership's assets, and dissolve the Partnership pursuant to paragraph 14.

If the Partnership elects to pay the purchase price in a lump sum, it shall pay the full amount due within the Option Period following a Triggering Event. If the Partnership chooses to pay the purchase price in installments, then it shall immediately issue a promissory note to the withdrawing Partner (or his personal representative or trustee) in the amount of the purchase price, and the first payment shall be made within the Option Period following a Triggering Event. If the Partnership elects to sell its assets and dissolve, it shall proceed expeditiously and take all action necessary to list for sale and close such sale, and to dissolve and distribute remaining Partnership assets, within the Option Period following a Triggering Event.

14. Upon termination of the Partnership, a full and general accounting shall be taken and the affairs of the Partnership shall be wound up. At such time, all of the remaining Partnership assets shall be distributed among the Partners in accordance with their percentage interests.
15. No Partner shall be precluded from engaging in any other business related or unrelated to that of the Partnership nor be under any obligation to first present business opportunities to the Partnership or to any other Partner before pursuing the business opportunity alone or with others.
16. No Partner shall, without the consent of the other Partners, borrow or lend money; or make, deliver, or accept any commercial paper or execute any mortgage, security agreement, lease, or contract to purchase or sell property; or in general obligate the Partnership in any manner.
17. All funds shall be deposited in such accounts and/or invested as the Partners shall designate and shall be withdrawn upon orders of any Partner acting alone. The Partnership books shall be maintained on a cash basis and retained at the principal offices of the Partnership. Each Partner shall at all times have access to the books.

The parties have executed this agreement on the date listed on the first page of this agreement.

  
MICHAEL E. MATTA

10/31/98

  
ALLEN MATTA

10-31-98

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DEPOSIT  
D027

DATE  
NOV 02 1998

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MICHAEL & ALLEN MATTA

2. Name under which applicant will do business (fictitious name, etc.):

FLORIDA PAYPHONES

3. Official mailing address (including street name & number, post office box, city, state, and zip code).

P.O. Box 61691

FT. MYERS, FL 33906

4. Florida address (including street name & number, post office box, city, state, and zip code):

SAME AS ABOVE

5. Structure of organization:

DOCUMENT NUMBER DATE

12184 NOV-2 '98

REGISTRATION/REPORTING

FLORIDA PAYPHONES  
P.O. BOX 61691  
FT. MYERS, FL 33906

NATIONSBANK, N.A.  
FT. MYERS, FL 33902-0338  
63-4/630 FL 1123

6001

10/30/98

PAY TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISSION

\$ \*\*100.00

One Hundred and 00/100\*\*\*\*\*

FLORIDA PUBLIC SERVICE COMMISSION

DOLLARS  
Security features included.  
Details on back.

MEMO Application Fee for Certificate License

*Michael Matta*