

1. Name of company or name of individual (not fictitious name or d/b/a):

Vendall Companies, Inc

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

Vendall Communications

3. Official mailing address:

Street: 14681 N. Berkeley Sq

P.O. Box: _____

City: Davie

State: FL Zip: 33325

4. Florida address:

Street: 14681 N. Berkeley Sq

P.O. Box: _____

City: Davie

State: FL Zip: 33325

5. Structure of organization:

() Individual

Corporation

() General Partnership

() Limited Partnership

() Other: _____

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

Florida Secretary of State
Corporate Registration Number:

P980000675/9

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

Florida Fictitious Name
Registration Number: 698341000142

8. F.E.I. Number (if applicable): 650858793

9. If individual, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

a. Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

10. Partnership (continued)

b. Name: _____
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

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

a. The application:

Name: Mitchel Guertler
Title: Pres
Address: 14681 N. Berkeley Sq
City/State/Zip: Durham, NC 33325
Telephone No.: 954-797-9180 Fax No.: _____
Internet E-Mail Address: Vendall@BigPlanet.com
Internet Website Address: _____

b. Official Point of Contact for ongoing company operations including complaints and inquiries:

Name: Same as above
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

12. Indicate if applicant or any subsidiary, partner, officers, directors, 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: NA

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.

Tinker Vendors - Was supposed to be closed at opening of Tinker Communications
Tinker Communications - still active

14. Is the applicant or any subsidiary, partner, officer, director, or any stockholder a subsidiary, partner, or 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.

Tinker Communications Inc.

15. List other states in which the applicant:

a. Is currently providing pay telephone service.

N/A

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

N/A

c. Has been denied authority to operate as a pay telephone provider. Explain circumstances.

N/A

d. Has had regulatory penalties imposed for violations of telecommunications statutes, rules, or orders. Explain circumstances.

N/A

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

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

17. Proposed number of pay telephone instruments the applicant plans to install/operate in the first year: 15

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 installed pay telephones provide access to all locally available long distance carriers via 10XXX+0, 10XXXX+0, 101XXXX+0, 950, and toll free (e.g. 800, 877, and 888)? See Rule 25-24.515(10), Florida Administrative Code.

Yes

No Explain: _____

20. Will each of the installed pay telephones conform to subsections 4.28.8.4 and 4.29 of the American National Standard (CABO/ANSI A117.1-1992), Accessible and Usable Buildings and Facilities, approved December 15, 1992 by the American National Standards Institute, Inc.? See Rule 25-24.515(18), Florida Administrative Code.

Yes

No Explain: _____

****APPLICANT FEE/TAX STATEMENT****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of 0.15 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 the 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:

Mitchel Guertler

Print Name



Signature

Pres

Title

3/1/99

Date

954-997-9180

Telephone No.

954-~~997~~ 424-1287

Fax No.

Address:

14681 N. Beckley Square
Davie, FL 33325


ACKNOWLEDGMENT

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, pay applicable sales tax, and pay gross receipts tax. Furthermore, I agree to keep the Commission advised of any changes in the names and 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:

<u>Mitchel Guertler</u> Print Name	 Signature
<u>Pres.</u> Title	<u>3/1/99</u> Date
<u>954-797-9180</u> Telephone No.	<u>954-424-1287</u> Fax No.
Address: <u>14681 N. Beckley Square</u> <u>Dania, FL 33325</u>	

****APPLICANT ACKNOWLEDGMENT****

Applicant: Vend All Communications
Mitchel Guertler

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

Mitchel Guertler
Print Name [Signature]
Signature
Pres
Title 3/1/99
Date
954-797-9180
Telephone No. 954-424-1287
Fax No.
Address: 14681 N. Beckley Sq
Dania FL 33325

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

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

**DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM FOR CERTIFICATE TO PROVIDE
PAY TELEPHONE SERVICE
WITHIN THE STATE OF FLORIDA**

INSTRUCTIONS

- ◆ This form is used as an application for an original certificate to provide pay telephone service within the State of Florida.
- ◆ **Print or type** all responses to each item requested in the application. If an item is not applicable, please explain.
- ◆ Use a separate sheet for each answer which will not fit within the allotted space.
- ◆ Once completed, submit the original and two (2) copies of this form and a non-refundable **application fee of \$100.00** to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

**AMENDMENT TO
APCC SERVICES AGENCY COMPENSATION AGREEMENT**

PSP: Vendall Company, Federal Tax ID: 650958793
Address: 14681 N. Bradley Square Authorized Contact: Mitchel Guertler
Davie, FL 33325
Telephone: 954-797-9180 Fax: 954-424-1287

WHEREAS, APCC Services, Inc. ("APCCS") and PSP have entered into an APCC Services Agency Compensation Agreement ("Agreement"), under which APCCS is PSP's exclusive agent for billing and collection of "Dial-Around Compensation" ("DAC"); and

WHEREAS, there are DAC payments owed by telecommunications carriers as a result of the miscounting and undercounting of calls or simply a failure or refusal to pay, which APCCS has not been able to resolve by routine dispute resolution processing and PSP wishes APCCS to take further action to collect the unpaid DAC (hereinafter referred to as "DAC Claims"); and

WHEREAS, APCCS wishes to act as PSP's exclusive agent for resolving DAC Claims and the parties recognize the efficiencies of APCCS taking collective action on behalf of PSP and other independent payphone service providers with similar claims; and

WHEREAS, in order to take quick, effective, and efficient collection action, APCCS will be required to exercise broad reasonable discretion in making collective decisions on behalf of PSP and other payphone service providers.

NOW, THEREFORE, be it agreed that the Agreement is amended as follows:

1. All capitalized terms and abbreviations not defined in this Amendment shall have the meanings set forth in the Agreement.
2. PSP appoints APCCS as its exclusive agent for collection of PSP's DAC Claims which relate to periods since October 1, 1997 and which have not been paid.
3. APCCS will take such action as it deems reasonably necessary and appropriate to collect payment of PSP's DAC Claims, which may include collective legal action such as filing complaints at the FCC or in court on behalf of PSP and other payphone service providers.

4. APCCS is authorized to take any reasonable step on PSP's behalf to collect payment for the DAC Claims, including, without limitation, selecting and retaining legal counsel, filing and prosecuting legal complaints in PSP's name against any or all carriers withholding payments and/or other parties, and entering settlements of some or all DAC Claims with one or more parties, without obtaining further oral or written authorization from PSP. PSP will accept APCCS's reasonable determinations as to what actions are necessary and appropriate to cost-effectively collect payment of the DAC Claims.

5. APCCS will provide general information to PSP from time to time as to the progress of APCCS's overall collection effort for DAC Claims. However, APCCS is not required to inform PSP in advance of any particular measure taken on PSP's behalf or to provide information on legal strategy.

6. PSP will promptly provide APCCS with all documentation that APCCS or its counsel reasonably believes to be necessary in order to pursue collection of PSP's DAC Claims.

7. APCCS is authorized, in the reasonable exercise of its discretion, to agree to a settlement of some or all of PSP's DAC Claims, which may include one or more lump sum settlements that will be apportioned among PSP and other payphone service providers on whose behalf APCCS enters into such settlements. PSP understands that such settlements may preclude any further claim by PSP for the amounts in dispute.

8. For the additional services to be provided by APCCS over and above the services provided pursuant to the Agreement, PSP agrees to and specifically authorizes APCCS to make a deduction from PSP's DAC payments in an amount necessary to fund PSP's share of the activities described above to collect DAC Claims on behalf of PSP. The initial amount of the deduction will be:

\$.007 on the first 50,000 dial around calls paid in the quarterly remittance, plus
\$.006 on the next 900,000 dial around calls paid in the quarterly remittance, plus
\$.005 on the next 550,000 dial around calls paid in the quarterly remittance, plus
\$.004 on the next 1,000,000 dial around calls paid in the quarterly remittance,
plus \$.003 on any remaining calls.

Quarterly deductions will be capped at \$20,000, except in the case of subsequent business combinations for which special conditions may apply requiring additional contributions in excess of the stated cap.

PSP understands that funding requirements will be reevaluated quarterly and agrees that the above level of deduction may be increased or decreased as necessary to provide funding adequate to carry out the above-described activities. In the event that PSP chooses not to meet the funding requirements or PSP terminates the Agreement, APCCS will be relieved of any further obligation to represent PSP in the collection of PSP's DAC Claims and APCCS will have no obligation to remit to PSP any amounts previously deducted from PSP's DAC payments.

APCCS agrees that if it recovers attorneys fees and/or costs in connection with any lawsuit APCCS may bring to collect PSP's DAC Claims, it will remit such recoveries to PSP in

amounts reflecting PSP's proportionate share of the funding for such lawsuit provided by all payphone service providers.

9. Except as amended, the Agreement remains in effect. This Amendment is subject to the "Terms and Conditions" attached to the Agreement, each of which is incorporated herein by reference, except to the extent that such "Terms and Conditions" are amended herein. If the Agreement is not renewed, this Amendment remains in effect.

IN WITNESS WHEREOF, and of the "Terms and Conditions" hereof, the undersigned have entered into this Amendment to the APCC Services Compensation Agreement effective this 1 day of March, 1999.

PSP

APCC Services, Inc.

Company Name: Vendall Communications

By: [Signature]

By: _____

Title: Pres.

Title: _____

The Assignment and Power of Attorney and the Dial Around Compensation Billing Data Sheet attached to this Amendment must be signed and returned with this Amendment. Please return executed documents to:

APCC Services, Inc.
10306 Eaton Place
Suite 520
Fairfax, VA 22030
(703) 385-5301 - fax

ASSIGNMENT AND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Vendall Communications ~~(corporation)~~ [partnership/proprietorship], hereinafter referred to as the "Company", hereby assigns, transfers and sets over to APCC Services, Inc. ("APCCS") (or APCCS' assignee) for purposes of collection all rights, title and interest of the Company in the Company's claims, demands or causes of action for "Dial-Around Compensation" ("DAC") due the Company for periods since October 1, 1997, pursuant to Federal Communications Commission rules, regulations and orders. Further, the Company hereby appoints APCCS as its true and lawful attorney-in-fact for the purpose of exercising the following powers:

1. To do all acts necessary for the purpose of collecting DAC due the Company for periods since October 1, 1997.
2. To enter into any discussions or other activities on behalf of the Company in connection with attempting to resolve such DAC claims, including, without limitation, selecting and retaining legal counsel, and filing and prosecuting court or regulatory proceedings in the Company's interest. The Company agrees to be bound by final determinations in court or regulatory proceedings prosecuted by APCCS in the Company's interest.
3. To sign, on behalf of the Company, settlement agreements, releases, or other documents relating to the settlement of DAC claims. Company hereby agrees to be bound by any settlement, compromise or release reached by APCCS on its behalf and that any document executed in connection with any such settlement, compromise or release by APCCS on behalf of the Company shall be binding on the Company.
4. Company specifically acknowledges and confirms that no person or entity who shall pay to APCCS (or its assignee) amounts relating in any way to DAC owed to the Company shall be liable to Company to the extent of any amounts so paid, unless the person or entity making such payment has actual knowledge that the authority granted to APCCS by this Assignment and Power of Attorney has been properly revoked. This Assignment and Power of Attorney (which is coupled with an interest) may not be revoked without the written consent of the attorney-in-fact.


IN WITNESS WHEREOF, Company has caused this Assignment and Power of Attorney to be executed and delivered by a duly authorized officer of the Company, to be effective this 1 day of March, 1999.

Vendall Companies
Company

ATTEST:

By: _____

Its: _____

By: 
Its: Pres.

DIAL AROUND COMPENSATION BILLING DATA SHEET

PSP Company Name: Vendall Communications
Address: 14681 N. Berkeley St
Davie FL 33325
Authorized Contact: Mitchel Guertler
Federal Tax ID: 650858793

Please indicate the number of phones for which you billed and which aggregator you used to bill and collect your dial around compensation or whether you did it yourself for the time periods in question.

	4Q97	1Q98	2Q98	3Q98
Approximate # of phones	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>
Did it Myself	_____	_____	_____	_____
APCC Services	_____	_____	_____	_____
DataNet Systems	_____	_____	_____	_____
IPANY	_____	_____	_____	_____
Pacific Telemanagement	_____	_____	_____	_____
NSC Telemanagement	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____

Thank you!

**AMENDMENT TO
APCC SERVICES AGENCY COMPENSATION AGREEMENT**

PSP: Vendall Companies, Federal Tax ID: 650858793
Address: 14681 N. Bradley Square Authorized Contact: Mitchel Guertler
Davie, FL 33325
Telephone: 954-797-9180 Fax: 954-424-1287

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WHEREAS, APCCS wishes to act as PSP's exclusive agent for resolving DAC Claims and the parties recognize the efficiencies of APCCS taking collective action on behalf of PSP and other independent payphone service providers with similar claims; and

WHEREAS, in order to take quick, effective, and efficient collection action, APCCS will be required to exercise broad reasonable discretion in making collective decisions on behalf of PSP and other payphone service providers.

NOW, THEREFORE, be it agreed that the Agreement is amended as follows:

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4. APCCS is authorized to take any reasonable step on PSP's behalf to collect payment for the DAC Claims, including, without limitation, selecting and retaining legal counsel, filing and prosecuting legal complaints in PSP's name against any or all carriers withholding payments and/or other parties, and entering settlements of some or all DAC Claims with one or more parties, without obtaining further oral or written authorization from PSP. PSP will accept APCCS's reasonable determinations as to what actions are necessary and appropriate to cost-effectively collect payment of the DAC Claims.

5. APCCS will provide general information to PSP from time to time as to the progress of APCCS's overall collection effort for DAC Claims. However, APCCS is not required to inform PSP in advance of any particular measure taken on PSP's behalf or to provide information on legal strategy.

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\$.007 on the first 50,000 dial around calls paid in the quarterly remittance, plus
\$.006 on the next 900,000 dial around calls paid in the quarterly remittance, plus
\$.005 on the next 550,000 dial around calls paid in the quarterly remittance, plus
\$.004 on the next 1,000,000 dial around calls paid in the quarterly remittance,
plus \$.003 on any remaining calls.

Quarterly deductions will be capped at \$20,000, except in the case of subsequent business combinations for which special conditions may apply requiring additional contributions in excess of the stated cap.

PSP understands that funding requirements will be reevaluated quarterly and agrees that the above level of deduction may be increased or decreased as necessary to provide funding adequate to carry out the above-described activities. In the event that PSP chooses not to meet the funding requirements or PSP terminates the Agreement, APCCS will be relieved of any further obligation to represent PSP in the collection of PSP's DAC Claims and APCCS will have no obligation to remit to PSP any amounts previously deducted from PSP's DAC payments.

APCCS agrees that if it recovers attorneys fees and/or costs in connection with any lawsuit APCCS may bring to collect PSP's DAC Claims, it will remit such recoveries to PSP in

amounts reflecting PSP's proportionate share of the funding for such lawsuit provided by all payphone service providers.

9. Except as amended, the Agreement remains in effect. This Amendment is subject to the "Terms and Conditions" attached to the Agreement, each of which is incorporated herein by reference, except to the extent that such "Terms and Conditions" are amended herein. If the Agreement is not renewed, this Amendment remains in effect.

IN WITNESS WHEREOF, and of the "Terms and Conditions" hereof, the undersigned have entered into this Amendment to the APCC Services Compensation Agreement effective this 1 day of March, 1999.

PSP

APCC Services, Inc.

Company Name: Vendall Communications

By: ~~_____~~

By: _____

Title: Pres.

Title: _____

The Assignment and Power of Attorney and the Dial Around Compensation Billing Data Sheet attached to this Amendment must be signed and returned with this Amendment. Please return executed documents to:

APCC Services, Inc.
10306 Eaton Place
Suite 520
Fairfax, VA 22030
(703) 385-5301 - fax

ASSIGNMENT AND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Vendall Communications (corporation/partnership/proprietorship), hereinafter referred to as the "Company", hereby assigns, transfers and sets over to APCC Services, Inc. ("APCCS") (or APCCS' assignee) for purposes of collection all rights, title and interest of the Company in the Company's claims, demands or causes of action for "Dial-Around Compensation" ("DAC") due the Company for periods since October 1, 1997, pursuant to Federal Communications Commission rules, regulations and orders. Further, the Company hereby appoints APCCS as its true and lawful attorney-in-fact for the purpose of exercising the following powers:

1. To do all acts necessary for the purpose of collecting DAC due the Company for periods since October 1, 1997.
2. To enter into any discussions or other activities on behalf of the Company in connection with attempting to resolve such DAC claims, including, without limitation, selecting and retaining legal counsel, and filing and prosecuting court or regulatory proceedings in the Company's interest. The Company agrees to be bound by final determinations in court or regulatory proceedings prosecuted by APCCS in the Company's interest.
3. To sign, on behalf of the Company, settlement agreements, releases, or other documents relating to the settlement of DAC claims. Company hereby agrees to be bound by any settlement, compromise or release reached by APCCS on its behalf and that any document executed in connection with any such settlement, compromise or release by APCCS on behalf of the Company shall be binding on the Company.
4. Company specifically acknowledges and confirms that no person or entity who shall pay to APCCS (or its assignee) amounts relating in any way to DAC owed to the Company shall be liable to Company to the extent of any amounts so paid, unless the person or entity making such payment has actual knowledge that the authority granted to APCCS by this Assignment and Power of Attorney has been properly revoked. This Assignment and Power of Attorney (which is coupled with an interest) may not be revoked without the written consent of the attorney-in-fact.

IN WITNESS WHEREOF, Company has caused this Assignment and Power of Attorney to be executed and delivered by a duly authorized officer of the Company, to be effective this 1 day of March, 1999.

Vendall Companies
Company

ATTEST:

By: _____

By: 

Its: _____

Its: Pres.

DIAL AROUND COMPENSATION BILLING DATA SHEET

PSP Company Name: Vendall Communications
Address: 14681 N. Berkeley Sq
Dania Fl 33325
Authorized Contact: Mitchel Guertler
Federal Tax ID: 650858793

Please indicate the number of phones for which you billed and which aggregator you used to bill and collect your dial around compensation or whether you did it yourself for the time periods in question.

	4Q97	1Q98	2Q98	3Q98
Approximate # of phones	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>
Did it Myself	_____	_____	_____	_____
APCC Services	_____	_____	_____	_____
DataNet Systems	_____	_____	_____	_____
IPANY	_____	_____	_____	_____
Pacific Telemanagement	_____	_____	_____	_____
NSC Telemanagement	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____

Thank you!

DEPOSIT DATE
D096 MAR 05 1999

1. Name of company or name of individual (not fictitious name or d/b/a):

Vendall Companies, Inc

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

Vendall Communications

3. Official mailing address:

Street: 14681 N. Beckley Sq

P.O. Box: _____

City: Davie

State: FL Zip: 33325

4. Florida address:

Street: 14681 N. Beckley Sq

P.O. Box: _____

City: Davie

State: FL Zip: 33325

5. Structure of organization:

() Individual

Corporation

DOCUMENT NUMBER - DATE

02902 MAR-58

FPSC-RECORDS/REPORTING

VENDALL COMPANIES, INC.
14681 N. BECKLEY SQ.
DAVIE, FL 33325
(954) 797-9180

UNION PLANTERS BANK
PLANTATION OFFICE
PLANTATION, FL 33324

3/1/99

5301

PAY TO THE ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

\$ **100.00

One Hundred and 00/100*****

DOLLARS

FLORIDA PUBLIC SERVICE COMMI
2540 SHUMARD OAK BLVD.
TALLAHASSEE, FL 32399-0850

MEMO

VENDALL COMMUNICATIONS APPLI

Security features included. Details on back.