

ORIGINAL

030081-TC CK1719  
#100.00  
MC

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

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

3. Official mailing address:

Street: 1329 E PETTUS ST

P.O. Box: 550

City: DEMOPOLIS AL

State: AL Zip: 36732

4. Florida address:

Street:

P.O. Box:

City:

State: Zip:

5. Structure of organization:

( ) Individual

DEPOSIT

DATE

( ) Corporation

D2 93 #

JAN 26 2003  
27

( ) General Partnership

(X) Limited Partnership

( ) Other:

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

Florida Secretary of State  
Corporate Registration Number:

03 JAN 23 AM 9:08

DOCUMENT NUMBER-DATE  
DISTRIBUTION CENTER

00824 JAN 27 03

FPSO-COMMISSION CLERK

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: \_\_\_\_\_

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

a. Name: SEAN P WILSON

Title: OWNER

Address: 1329 EAST PETTUS ST

City/State/Zip: DEMOPOLIS AL 36732

Telephone No.: 334-289-0476 Fax No.: \_\_\_\_\_

Internet E-Mail Address: SPC@WESTAL.NET

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

10. Partnership (continued)

b. Name: MONA L SCHEENROCK  
Title: OWNER  
Address: 1487 TOBE HENRY LN  
City/State/Zip: STARKVILLE MS 39759  
Telephone No.: 662-324-6423 Fax No.: \_\_\_\_\_  
Internet E-Mail Address: MONALEIG@BELLSOUTH.NET  
Internet Website Address: \_\_\_\_\_

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

a. The application:

Name: SEAN P WILSON  
Title: OWNER  
Address: 1329 E PETTUS ST  
City/State/Zip: DEMOPOLIS AL 36732  
Telephone No.: 334-289-5203 Fax No.: 334-289-9420  
Internet E-Mail Address: SPC@WESTAL.NET  
Internet Website Address: \_\_\_\_\_

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

Name: SEAN P WILSON  
Title: OWNER  
Address: PO BOX 550  
City/State/Zip: DEMOPOLIS AL 36732  
Telephone No.: 334-289-5203 Fax No.: 334-289-9420  
Internet E-Mail Address: SPC@WESTAL.NET  
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:

N/A

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.

N/A

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.

N/A

15. List other states in which the applicant:

a. Is currently providing pay telephone service.

ALABAMA / MISSISSIPPI

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

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: 200

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

**UTILITY OFFICIAL:**

SEAN P WILSON

**Print Name**



**Signature**

OWNER

**Title**

1-21-03

**Date**

334-289-5203

**Telephone No.**

334-289-9420

**Fax No.**

**Address:** 1329 E PETTUS ST

DEMOPUS AL 36732


**\*\*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>SEAN P WILSON</u>             | <u></u> |
| Print Name                       | Signature  |
| <u>OWNER</u>                     | <u>1-21-03</u>   |
| Title                            | Date   |
| <u>334-289-5203</u>              | <u>334-289-9420</u>  |
| Telephone No.                    | Fax No.  |
| Address: <u>1329 E PETTUS ST</u> |  |
| <u>DEMOPOLIS AL 36732</u>        |  |
|                                  |  |
|                                  |  |
|                                  |  |



**\*\*APPLICANT ACKNOWLEDGMENT\*\***

Applicant: Southern Public Comm. LLC

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

SEAN P WILSON  
Print Name

  
Signature

OWNER  
Title

1-21-03  
Date

334-289-5203  
Telephone No.

334-289-9420  
Fax No.

Address: 1329 E PETTUS ST  
DEMOPOLIS AL 36734

**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.**

**ORGANIZATION PAPERS AND OPERATING AGREEMENT**

**OF**

**SOUTHERN PUBLIC COMMUNICATIONS, LLC.**

**An Alabama Limited Liability Company**

This Agreement of **SOUTHERN PUBLIC COMMUNICATIONS, LLC**, a Limited Liability Company organized pursuant to the Alabama Limited Company Act, shall be effective as of the Effective Date, by and among the Company and the persons executing this Agreement as Members.

**ARTICLE I  
FORMATION OF COMPANY**

**SECTION 1.1 ORGANIZATION:** On the 16 day of March, 2001, the Members organized **SOUTHERN PUBLIC COMMUNICATIONS, LLC.**, an Alabama Limited Liability Company, pursuant to the provisions of the Act by executing and delivering the Articles of Organization of the Company to the Judge of Probate in accordance with and pursuant to the Act.

**SECTION 1.2 NAME:** The name of the Company is **SOUTHERN PUBLIC COMMUNICATIONS, LLC.**

**SECTION 1.3 EFFECTIVE DATE:** This Agreement shall be effective as of the date of upon which the Articles of the Company were filed with and accepted by the Judge of Probate, and shall be perpetual until dissolved or amended.

**SECTION 1.4 REGISTERED AGENT AND OFFICE:** The initial registered office is 1329 East Pettus, Demopolis, Alabama, 36732 and the registered agent and his address is Sean Wilson, 1329 East Pettus, Demopolis, Alabama 36732.

**ARTICLE II  
BUSINESS OF COMPANY**

**SECTION 2.1 PERMITTED BUSINESS:** The business of the Company

shall be:

(a) To accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

(b) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act or under the laws of any jurisdiction in which the Company may do business.

(c) To operate pay telephone services.

(d) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

(e) To carry out all other powers set out in Section 10-12-4 of the 1975 Code of Alabama as amended.

### ARTICLE III

#### NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Initial Members are as follows:

Mona L. Schoenrock  
1329 E Pettus Street  
Demopolis AL 36732

Sean Wilson  
1329 E Pettus Street  
Demopolis, AL 36732

### ARTICLE IV

#### RIGHTS AND DUTIES OF MANAGERS

**SECTION 4.1 MANAGEMENT:** The Management of the business and affairs of the Company shall be vested in its Managers. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers or the Members is expressly required pursuant to this Operating Agreement or the Act.

**SECTION 4.2 NUMBER, TENURE AND QUALIFICATIONS:** The Company shall initially have two (2) Managers. The number of Managers of the

Company shall be fixed from time to time by the affirmative vote of the Members holding a majority of the Membership interest of the Company, but in no instance shall there be less than one Manager. Each Manager shall hold office until his successor shall have been elected and qualified. Managers shall be elected by the affirmative vote of Members holding a majority of the Membership Interest of the Company. The initial Managers of the Company and their addresses are as follows:

| <b>NAME</b>        | <b>ADDRESS</b>                              |
|--------------------|---|
| Mona L. Schoenrock | 1329 E Pettus Street<br>Demopolis AL 36732  |
| Sean Wilson        | 1329 E Pettus Street<br>Demopolis, AL 36732 |

**SECTION 4.3 CERTAIN POWERS OF MANAGER:** The powers of the Manager shall be as set out hereinabove under "Business of Company".

**SECTION 4.4 MANAGERS HAVE NO EXCLUSIVE DUTY TO COMPANY:** The Manager shall not be required to manage the Company as his sole and exclusive function, and may have other business interests, and shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

**SECTION 4.5 PROPERTY:** Any and all property of the Company shall be held in the name of the Company.

**SECTION 4.6 BANK ACCOUNTS:** The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatory thereon.

**SECTION 4.7 RECORDS OF MEMBERSHIP INTEREST:** The Managers shall maintain a record of the membership interest held by each member, as such membership interest shall be increased and decreased from time to time in accordance with this Operating Agreement.

**SECTION 4.8 RESIGNATION:** Any Manager of the Company may resign at any time by giving 30 days prior written notice to the Members of the

Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute the Dissociation of such Manager as a Member.

**SECTION 4.9 REMOVAL:** At any meeting, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of the Members holding at least a majority of the Membership Interest of the Company. The removal of a Manager who is also a Member shall not affect the Managers' rights as a Member and shall not constitute a Dissociation of such Manager as a Member.

**SECTION 4.10 VACANCIES:** Any vacancy occurring for any reason in the number of Managers in the Company may be filled by the affirmative vote of the Members holding at least a majority of the Membership Interest of the Company. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. A Manager chosen to fill a position resulting from any increase in the number of Managers shall hold office until his successor shall be elected and shall qualify, or until the earlier of his death, resignation or removal.

#### **ARTICLE V RIGHTS AND OBLIGATIONS OF MEMBERS**

**SECTION 5.1 LIABILITY OF MEMBERS TO THIRD PARTY:** Unless otherwise provided by the Act, no member shall be liable under any judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any Member, Manager, Agent or employee of the Company.

**SECTION 5.2 APPROVAL OF SALE OF ALL ASSETS:** The Members shall have the right, by the affirmative vote of Members holding at least two-thirds of the Membership Interest of all Members, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets (other than in the ordinary course of the Company's business) which is to occur as part of a single transaction or plan.

**SECTION 5.3 INDEMNIFICATION:** The Company shall indemnify the Members and their Agents for all costs, losses, liabilities, and damages paid or accrued by such Member or Agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws for the State of Alabama.

**ARTICLE VI  
CONTRIBUTIONS AND CAPITAL ACCOUNTS**

**SECTION 6.1 INITIAL CONTRIBUTIONS:** The initial Capital Contributions and Membership Interest allocated to each of the Members are set forth on Exhibit A hereto and incorporated by reference herein.

**SECTION 6.2 ADDITIONAL CONTRIBUTIONS:** Except as set forth in Section 1 above, no member shall be required to make any Capital Contributions; however they may be permitted to make additional Contributions if and to the extent they so desire, and if the Members determine that they are necessary or appropriate in connection with the conduct of the business. In such event, all other members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Interests.

**SECTION 6.3 MAINTENANCE OF CAPITAL ACCOUNTS:** A separate Capital Account will be maintained for each member, and each account shall be increased or decreased according to the Agreement of the parties.

**SECTION 6.4 DISTRIBUTION OF ASSETS:** If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted accordingly.

**SECTION 6.5 SALE OR EXCHANGE OF INTEREST:** In the event of a sale or exchange of some or all of a Member's Interest in the Company, the Capital Account of the transferring member shall become the capital account of the Assignee.

**ARTICLE VII  
DISPOSITION OF MEMBERSHIP INTERESTS**

**SECTION 7.1 CONSENT:** No Member or Assignee may dispose of all or a portion of his Membership Interest unless the transferring Member or Assignee shall either (1) first obtain the written consent of the Members holding a majority of the Membership Interest or (2) comply with the provisions of Section 7.2 below.

**SECTION 7.2 PERMITTED SALES:** In the event a Member or Assignee shall have received a bona fide offer to dispose of his Membership Interest and shall desire to sell all or any portion of his Membership Interest and shall not have received the prior written consent referred to in Section 7.1 above, he may sell the same only after offering it to the Company and the other Members at the same price for which he has received a bona fide offer from a third party. For a period of thirty days after the receipt of such notice, the Company shall have the option to purchase the Membership Interest so offered.

**SECTION 7.3 TRANSFEREE AT DEATH:** Upon the death of a Member, the Estate of the Decedent shall be obligated to sell all the Membership Interest then held by such deceased Member, and the other Members shall have the right to purchase all of such Membership Interest from the Estate on a pro-rata basis, or on any other basis as the other Members shall agree to, within six (6)

months after the death of such Member.

**SECTION 7.4 TRANSFER UPON DISSOCIATION OF A MEMBER:** If a Member dissociates voluntary or otherwise, he shall give notice to the other members of his intention to withdraw, and ninety (90) days after receipt of that notice, or if no notice is given, ninety (90) days after such withdrawal, the other members shall be obligated to purchase on a pro-rata or other basis, and the Member shall be obligated to sell to the other Members, all the Membership Interest then held by such Member.

**SECTION 7.5 PURCHASE PRICE:** The Purchase Price shall be determined as of the last day of the month preceding the month during which the dissociation event. The determination of the purchase price shall be made in accordance with the usual accounting practice theretofore used and shall be made by an independent appraiser or CPA selected by the transferring and remaining members. It is understood and agreed that the purchase price is to be the full agreed value of such portion of the membership interest and that such value includes such amount, if any, mutually agreed upon as representing the goodwill of the Company as a going concern.

**ARTICLE VIII  
ADMISSION OF ADDITIONAL MEMBERS**

**SECTION 8.1 ADMISSION OF ADDITIONAL MEMBERS:** From the date of formation of the Company, any person or Organization acceptable to the Members by their unanimous vote thereof may become additional members in this Company for such consideration as the Members by their unanimous vote shall determine, subject to the terms and conditions of this Operating Agreement.



**ARTICLE IX  
DISSOCIATION, DISSOLUTION AND WINDING UP**

**SECTION 9.1 DISSOCIATION:** A person shall cease to be a Member if he withdraws with the consent of majority of the remaining Members, or assigns all of his Membership Interest, or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or in other cases as would normally be considered to be dissociation.

**SECTION 9.2 CONTINUING OPERATION:** The Company shall continue in full force and effect even after a Member has Dissociated except as may be otherwise set out herein or added by Amendment.

**SECTION 9.3 DISTRIBUTION OF ASSETS ON DISSOLUTION:** Upon the winding up of the Company, the Company property shall be distributed in the following order:

(a) To creditors, including Members who are creditors, to the extent permitted by law.

(b) To Members in accordance with positive Capital Account balances.

**SECTION 9.4 WINDING UP AND ARTICLES OF DISSOLUTION:** The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Judge of Probate of Sumter County for filing.

**ARTICLE X  
AMENDMENT**

The Operating Agreement may be amended or modified from time to time only by a written instrument adopted by Members holding at least a majority of the Membership Interest of the Company.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 16 day of March, 2001.

Mona L. Schoenrock  
MONA L. SCHOENROCK

Sean Wilson  
SEAN WILSON

STATE OF ALABAMA

Marion COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Mona L. Schoenrock, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16 day of March, 2001.

Shawn H. Boyd  
NOTARY PUBLIC

STATE OF ALABAMA

My Commission Exp. 8-23-2004

Marion COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **SEAN WILSON**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of March, 2001.

Shawn H. Boyd  
NOTARY PUBLIC

My Commission Exp. 8-23-2004

EXHIBIT "A"

| <u>MEMER</u>       | <u>MEMBER CAPITAL CONTRIBUTION<br/>AND VALUE</u> | <u>MEMBERSHIP INTEREST</u> |
|--------------------|--|----------------------------|
| MONA L. SCHOENROCK |  | 50%                        |
| SEAN WILSON        |  | 50%                        |