

Tennessee Regulatory Authority

Originals



August 27, 2009

460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Jeff Church
Tennessee PayPhone Services, Inc.
869 Chariot Drive
Seymour, TN 37865

RE: Docket 09-00118: Petition of Tennessee PayPhone Services, Inc. to Transfer
Smokey Mountain Communications to Tennessee PayPhone Services, Inc.

Dear Mr. Church:

In order to fully analyze the above-referenced *Petition*, the Tennessee Regulatory Authority requires additional information. Please provide the information requested below by September 1, 2009, and refer to this correspondence as Data Request No. 1 in the response.

1. Provide a signed statement from Tennessee PayPhone Services, Inc. ("Tennessee Payphone Services"), their attorney, or their legal representative verifying that the information contained in the *Petition* is true and correct to their best knowledge, information, and belief.
2. Provide a signed statement from Smokey Mountain Communications, their attorney, or their legal representative verifying that the information contained in the *Petition* is true and correct to their best knowledge, information, and belief.
3. Provide a copy of the contract or agreement between the *Petitioners* that governs the transaction.
4. Provide the number of customer owned coin operated telephone payphones that will be transferred to Tennessee Payphone Services from Smokey Mountain Communications.
5. Describe how the transaction described in the *Petition* is in the public interest.

If you have any questions or need further assistance, please call Carlos Black at 615-741-2904, ext. 196 or e-mail him at Carlos.Black@tn.gov. Please respond by sending the original and 13 copies either by U.S. Mail or express mail. Alternatively, you may send the original and four (4) copies along with an electronic file to:

Ms. Sharla Dillon, Docket Room Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505
Email: Sharla.Dillon@state.tn.us

Sincerely,


Jerry Kettles, Chief

Economic Analysis & Policy Division

Telephone (615) 741-2904, Toll-Free 1-800-542-8359, Facsimile (615) 741-5015
www.state.tn.us/tra

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T.R.A. DOCKET ROOM

Tennessee Payphone Services, Inc.
869 Chariot Drive
Seymour, TN. 37865

August 30, 2009

Tennessee Regulatory Authority
460 James Robertson Pkwy
Nashville, TN. 37243-0505

RE: Docket 09-00118; Data Request # 1

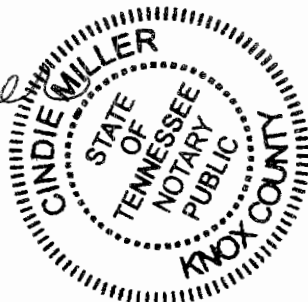
To Whom It May Concern,

This correspondence is in response to the above request and Docket # for the Petition to Transfer Ownership of Smoky Mountain Communications to Tennessee Payphone Services, Inc. To the best of my knowledge, information and belief, all information contained in the Petition is true.

Tennessee Payphone Services, Inc.
Jeff Church - President

Jeff Church - President

Cindie Miller
6/4/13



**Smoky Mountain Communications
P.O. Box 914
Seymour, TN. 37865**

August 30, 2009

Tennessee Regulatory Authority
460 James Robertson Pkwy
Nashville, TN. 37243-0505

RE: Docket 09-00118; Data Request # 1

To Whom It May Concern,

This correspondence is in response to the above request and Docket # for the Petition to Transfer Ownership of Smoky Mountain Communications to Tennessee Payphone Services, Inc. To the best of my knowledge, information and belief, all information contained in the Petition is true.

Smoky Mountain Communications
Jeff Church (Owner)

Jeff Church / Owner

Cindie Miller
6/4/13



STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 30th day of June, 2009, by and among **LESTER JACKSON** and **NANCY JACKSON**, both Tennessee residents (collectively, "Sellers"), and **JEFFREY L. CHURCH**, also a Tennessee resident ("Purchaser"). **TENNESSEE PAYPHONE SERVICES, INC.**, a Tennessee corporation ("Company"), also joins in the execution of this Agreement.

***** WITNESSETH *****

WHEREAS, Sellers are the sole shareholders as tenants by the entireties of one hundred (100) shares of common no-par stock, being all of the outstanding and issued capital stock of the Company ("Shares"), represented by certificate number two (2); and

WHEREAS, the Company maintains and operates pay phones pursuant to lease rights acquired from third parties ("Business"); and

WHEREAS, Purchaser is familiar with the Company and its assets, as Purchaser currently provides operational services to and for the Company; and

WHEREAS, Sellers are desirous of selling all of their ownership interest in the Company represented by the Shares; and

WHEREAS, Purchaser desires to acquire all of the Shares on the terms and subject to the conditions set forth in this Agreement ("Transaction").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency and receipt of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. The Transaction.


1.1. Sale of Stock. Subject to the terms and conditions of this Agreement at Closing (as defined below), Sellers shall convey, assign, transfer and deliver the Shares to Purchaser, and Purchaser shall purchase from Sellers, all of Sellers' right, title and interest in and to the Shares, free and clear of all liens, claims or encumbrances.

(a) **Consideration.** The consideration to be paid by Purchaser to Sellers for the Shares shall be Twenty Thousand Dollars (\$20,000) in cash, delivered at Closing ("Purchase Price").

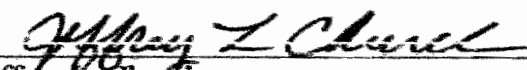
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

SELLERS:


Lester Jackson


Nancy Jackson

PURCHASER:


Jeffrey L. Church

COMPANY:

TENNESSEE PAYPHONE
SERVICES, INC.

By: 
Lester Jackson, President

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **JEFFREY L. CHURCH d/b/a SMOKY MOUNTAIN COMMUNICATIONS**, (the "Seller") for and in consideration of the sum of [REDACTED] and No/100 Dollars (\$ [REDACTED]) paid by **TENNESSEE PAYPHONE SERVICES, INC.**, a Tennessee corporation (the "Buyer") the receipt of which is hereby acknowledged by Seller, does by these presents, sell, transfer, and convey to Buyer all of Seller's right, title and interest in and to the following:

See Exhibit A attached hereto.

Seller warrants that he has full legal right and power to convey good and marketable title and warrants that title to the foregoing is free and clear of all claims, liens and encumbrances of any kind of nature.

This sale is "AS-IS" with no warranties, expressed or implied.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the 15th day of July 2009.

SELLER:

JEFFREY L. CHURCH
d/b/a SMOKY MOUNTAIN
COMMUNICATIONS


Jeffrey L. Church

In consideration for the foregoing, Seller hereby agrees to finance the purchase price at interest over a period of five (5) years from the date hereof.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made this 1st day of July 2009, by and between **JEFFREY L. CHURCH d/b/a SMOKY MOUNTAIN COMMUNICATIONS** ("Assignor") and **TENNESSEE PAYPHONE SERVICES, INC.**, a Tennessee corporation ("Assignee").

This Agreement is being made in reference to the following:

WHEREAS, Assignor is the owner and holder of the contracts listed on Exhibit A attached hereto (collectively the "Contracts").

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, sets over and transfers all of its right, title and interest in and to the Contracts to Assignee and Assignee hereby accepts such assignment and agrees to perform all obligations of Assignor thereunder.

2. Assignee agrees to indemnify and hold harmless Assignor from and against any and all claims of whatever type or kind, arising out of or resulting from the assignment of the Contracts to Assignee and Assignee's assumption of Assignor's obligations thereunder.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and date first above written.

ASSIGNOR:

JEFFREY L. CHURCH
d/b/a SMOKY MOUNTAIN
COMMUNICATIONS

Jeffrey L. Church
Jeffrey L. Church

ASSIGNEE:

TENNESSEE PAYPHONE SERVICES, INC.
a Tennessee corporation

By: Jeff Church
Its: President

EXHIBIT A

80 payphones / enclosures / contracts.

**Tennessee Payphone Services
869 Chariot Drive
Seymour, TN. 37865**

Tennessee Regulatory Authority
460 James Robertson Pkwy
Nashville, TN. 37243-0505

August 30, 2009

This letter is to request the transfer of 80 payphones from Smoky Mountain Communications to Tennessee Payphone Services, Inc. This transaction will enable us to operate more efficiently by adding more phones in our existing areas. This will allow us to continue to provide payphone service to some locations that would be taken out due to low revenue otherwise. As many payphones continue to be removed because of the steady decrease in usage, it's getting harder and harder for the public to find a phone to use. By taking measures to operate more efficiently, we can continue to provide payphones and an important resource to the public's best interest.

Sincerely,

Jeff Church – President

Jeff Church - President

Tennessee Payphone Services, Inc.