

Lance J.M. Steinhart
Attorney At Law
500 Northpark Town Center - Suite 1112
1100 Abernathy Road
Atlanta, Georgia 30328

Also Admitted in New York
and Maryland

Telephone: (770) 698-9200
Facsimile: (770) 698-9202

April 30, 1996

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Streets
Tallahassee, Florida 32399-0850

Re: Optex, Inc.

Dear Sir/Madam:

960553-TI


Enclosed please find one original and twelve (12) copies of Optex, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and twelve (12) copies of Optex, Inc.'s proposed tariff.

I also have enclosed a check in the amount of \$250.00 payable to the Florida Public Service Commission to cover the cost of filing these documents.

Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope.

If you have any questions regarding the application or the tariff, please do not hesitate to call me. Thank you for your attention to this matter.

Sincerely,


Lance J.M. Steinhart, Esq.
Attorney for Optex, Inc.

Enclosures
cc: Mr. Mike Guider
LJS/as

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

Initials of person who forwarded check.


A.G.

MAIL ROOM
61 MAY - 1 11:19
RECEIVED

DOCUMENT NUMBER-DATE

04891 MAY-18

FISCAL RECORDS/REPORTING



APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
TELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLORIDA

**** 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:
- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

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

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

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 a noncertificated 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.

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: _____

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

Manuel A. Avila, Lawyers Plaza - Fifth Floor, 2250 S.W. 3rd Ave.
Miami, Florida 33129

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

N/A

Fictitious name registration number: _____

- (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; ance J.M. Steinhart, Attorney
1100 Abernathy Rd., Suite 1112
Atlanta, Georgia 30328
(770) 698-9200

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

Mike Guider, President
4880 Blazer Parkway
Dublin, OH 43017
(614) 793-8443

(c) Tariff; Lance J.M. Steinhart - See (a) above.

(d) Complaints/Inquiries from customers;
Mike Guider - See (b) above.

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None.

(b) Has applications pending to be certificated as an interexchange carrier.

Oregon, New York, Philadelphia, Georgia, Wisconsin, Ohio

(c) Is certificated to operate as an interexchange carrier.

New Jersey, Colorado, Virginia

(d) ^{Montana} Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None.

(e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None.

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

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

13. Do you have a marketing program?

Yes.

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.).

Sales commissions will be paid to sales agents for the company.

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.

18. 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).

19. 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

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

1 + Area Code and Number or 1-800-xxx-xxxx

21. Other:

- A. See attached Financial Statements for the year period ended 12/31/95.
- B. See attached Resumes of Applicant's key employees.
- C. Applicant will use the network services of its underlying carrier to provide service to customers in the State of Florida.

ATTACHMENTS:

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

**** 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):

- () 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

4/20/96
Date

Lance J.M. Steinhart

Attorney on Behalf of PSC Co.
Title

(770) 698-9200
Telephone 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 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 AAV 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.

UTILITY OFFICIAL:



Signature

4/30/96

Date

Lance J.M. Steinhart

ATTORNEY AT LAW of Co.

Title

(770) 698-9200

Telephone No.

LIST OF ATTACHMENTS

Tariff

Financial Statements

Resumes of Key Employees

See Attached Tariff

TITLE SHEETFLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Optex, Inc. ("Optex"), with principal offices at 4880 Blazer Parkway, Dublin, Ohio 43017. 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.

Issued: April 29, 1996 Effective: _____
By: Michael A. Guider, President
 Optex, Inc.
 4880 Blazer Parkway
 Dublin, Ohio 43017

TABLE OF CONTENTS

	Page
Title Sheet.....	1
Concurring, Connecting or Other Participating Carriers and Billing Agents.....	2
Check Sheet.....	3
Table of Contents.....	4
Alphabetical Index.....	5
Tariff Format.....	6
Symbols.....	7
Section 1 - Technical Terms and Abbreviations.....	8
Section 2 - Rules and Regulations.....	10
2.1 Undertaking of the Company.....	10
2.2 Use of Services.....	11
2.3 Liability of the Company.....	12
2.4 Responsibilities of the Customer.....	14
2.5 Cancellation or Interruption of Service.....	16
2.6 Credit Allowance.....	17
2.7 Restoration of Service.....	19
2.8 Deposit.....	19
2.9 Advance Payments.....	19
2.10 Payment and Billing.....	19
2.11 Collection Costs.....	20
2.12 Taxes.....	20
2.13 Late Charge.....	21
2.14 Returned Check Charge.....	21
2.15 Reconnection Charge.....	21
2.16 Location of Service.....	21
Section 3 - Description of Service.....	22
3.1 Computation of Charges.....	22
3.2 Customer Complaints and/or Billing Disputes.....	23
3.3 Level of Service.....	24
3.4 Billing Entity Conditions.....	24
3.5 Service Offerings.....	25
Section 4- Rates.....	30
4.1 1+ Dialing.....	30
4.2 Travel Cards.....	30
4.3 800 Service.....	31
4.4 Prepaid Calling Cards.....	31
4.5 Rate Periods.....	32
4.6 Directory Assistance.....	32
4.7 Returned Check Charge.....	32
4.8 Reconnection Charge.....	32
4.9 Special Rates.....	33

Issued: April 29, 1996

Effective:

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

ALPHABETICAL INDEX

	<u>PAGE</u>	<u>SECTION</u>
Applicability	10	2.1
Cancellation or Interruption of Service	16	2.5
Computation of Charges	22	3.1
Check Sheets	3	-
Directory Assistance	28	3.5.5
Explanation of Symbols	7	-
Rate Periods	32	4.5
<u>Rates</u>	30	4
1+ Dialing	30	4.1
Travel Card	30	4.2
800 Service	31	4.3
Prepaid Calling Card	31	4.4
Directory Assistance	32	4.6
Rules and Regulations	10	2
<u>Service Offerings</u>	25	3.5
1 + Dialing	25	3.5.1
Travel Card	25	3.5.2
800 Service	25	3.5.3
Prepaid Calling Card	26	3.5.4
Directory Assistance	28	3.5.5
Special Rates for Handicapped and Hearing Impaired Persons	33	4.9
Table of Contents	4	-
Technical Terms and Abbreviations	8	1

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.4880 Blazer Parkway
Dublin, Ohio 43017

TARIFF FORMAT

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 pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets 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.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, 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 sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Optex's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Optex to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Florida Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of Optex or purchases a Optex Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Optex - Used throughout this tariff to mean Optex, Inc., an Ohio corporation.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Optex for telecommunications between points within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Florida.

- 2.1.1 The services provided by Optex are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President

Optex, Inc.

4880 Blazer Parkway

Dublin, Ohio 43017

- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Optex and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Optex.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 Optex's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of Optex's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Optex's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Optex's services are available for use twenty-four hours per day, seven days per week.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President

Optex, Inc.

4880 Blazer Parkway

Dublin, Ohio 43017

- 2.2.5 Optex does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Optex's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President

Optex, Inc.

4880 Blazer Parkway

Dublin, Ohio 43017

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Optex on the Customer's behalf.
- 2.4.3 If required for the provision of Optex's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Optex.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Optex and the Customer when required for Optex personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Optex's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Optex's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Optex's facilities or services, that the signals emitted into Optex's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.4880 Blazer Parkway
Dublin, Ohio 43017

damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Optex will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Optex equipment, personnel or the quality of service to other Customers, Optex may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Optex may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay Optex for replacement or repair of damage to the equipment or facilities of Optex caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Optex equipment installed at Customer's premises.
- 2.4.9 If Optex installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Optex may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due Optex for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Optex's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Optex from furnishing its services.
- 2.5.2 Without incurring liability, Optex may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Optex's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.4880 Blazer Parkway
Dublin, Ohio 43017

- 2.5.3 Service may be discontinued by Optex without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Optex deems it necessary to take such action to prevent unlawful use of its service. Optex will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of 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 herein. It shall be the obligation of the Customer 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, or is not in

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 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:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

Issued: April 29, 1996

Effective:

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not required deposits to establish service for a Customer.

2.9 Advance Payments

Optex reserves the right to collect an advance payment from Customers in 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.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, except as described for prepaid calling card service.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of \$25.00 per occurrence will be charged when service is re-established for Customers which have been disconnected due to non-payment.

2.16 Location of Service

The Company will provide service to Customers and their end users within the State of Florida.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. 1+ Dialing and 800 Service calls are measured in six second increments, with a one minute minimum per. Travel Cards and Prepaid Calling Cards are measured in one minute increments. All calls are rounded up to the next whole increment.
- 3.1.2 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.

Formula:

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

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.4880 Blazer Parkway
Dublin, Ohio 43017

Example: The rate distance between Miami and New York City:

	<u>V</u>	<u>H</u>
Miami	8,351	529
N.Y.	<u>4,997</u>	<u>1,406</u>
Difference	3,354	-879

$$\sqrt{\frac{(8351-4997)^2 + (529-1406)^2}{10}}$$

Distance equals 1,097 miles

- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. Optex will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

4880 Blazer Parkway
Dublin, OH 43017
(800) 906-7839

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

Any objection to billed charges should be reported promptly to Optex. 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. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than Five Hundred Dollars (\$500.00) of undisputed delinquent Optex 800 Service charges, the Optex Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of Optex or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. Optex's name and toll-free telephone number will appear on the Customer's bill.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President

Optex, Inc.

4880 Blazer Parkway

Dublin, Ohio 43017

3.5 Service Offerings

3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

3.5.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by Optex to access a terminal. Upon receiving a second dialtone, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

3.5.3 800 Service (Toll free).

This 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.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

3.5.4 Optex Prepaid Calling Cards.

This service permits use of Optex Prepaid Calling Cards for placing long distance calls. Customers may purchase Optex Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Optex Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Optex Prepaid Calling Card service is accessed using the Optex toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. Optex's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call, which includes applicable taxes, is deducted from the remaining Telecom Unit balance on the Customer's Optex Prepaid Calling Card.

All calls must be charged against an Optex Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur when five (5) minutes and when one (1) minute remain before the balance will be depleted, based upon the terminating location of the call.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

In order to continue the call, the Customer can either call the toll-free number on the back of the Optex Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Optex Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Optex Prepaid Calling Card prior to termination.

A card will expire 12 months from the date of purchase, or the date of last recharge, whichever is later.

A credit allowance for Optex Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A Customer may also be granted credit for reaching a wrong number. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Optex Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, reached wrong number, etc.), and the approximate time that the call was placed.

When a call charged to an Optex Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

Credit allowances for calls pursuant to Optex Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

3.5.5 Local Calls and Directory Assistance.

Local calls will not be accepted or completed. Optex does not provide local directory assistance. Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

SECTION 4 - RATES4.1 1 + Dialing

Optex will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Florida as follows:

<u>Monthly Billing Size</u>	<u>Rate per Minute</u>
\$500 or less	\$.165
\$501 to \$1,000	\$.155
\$1,001 to \$1,500	\$.145
\$1,501 to \$2,000	\$.135
Over \$2,000	\$.125

4.2 Travel Cards

Optex will charge the following for calls originating and terminating in Florida as follows:

<u>Rate Period</u>	<u>Rate per Minute</u>
Day	\$.22
Evening	\$.18
Night/Weekend	\$.10

A surcharge of \$.50 will apply to each call.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

4.3 800 Service

Optex will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Florida as follows:

<u>Monthly Billing Size</u>	<u>Rate per Minute</u>
\$500 or less	\$.165
\$501 to \$1,000	\$.155
\$1,001 to \$1,500	\$.145
\$1,501 to \$2,000	\$.135
Over \$2,000	\$.125

4.4 Prepaid Calling Cards

Optex Prepaid Calling Cards are available in various Telecom Unit denominations. Prepaid Calling Cards may be recharged in \$1 increments (min. \$5). Prices are inclusive of all taxes.

Price Per Telecom Unit

\$.30

Cards will be decremented by one Telecom Unit for each minute or fractional part of a minute for intrastate calls. These rates apply twenty-four hours per day, seven days per week.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

4.5 Rate Periods

Day: 8 a.m. - 5 p.m.*, Monday - Friday
Evening: 5 p.m. - 11 p.m.*, Sunday - Friday
Night/ 11 p.m. - 8 a.m.*, Sunday - Friday
Weekend: & All Day Saturday

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.6 Directory Assistance Charges

A charge per number requested will be \$.60

4.7 Returned Check Charge

\$20.00

4.8 Reconnection Charge

\$25.00

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

4.9 Rates Applicable for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls.

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the 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 will be discounted 60 percent off the applicable rate for voice nonrelay calls.

Florida Public Service Commission Rules and Regulations require carriers void charges for the first 50 directory assistance calls initiated per billing cycle by handicapped persons. Such persons must contact Optex for credit on their directory assistance calls.

Issued: April 29, 1996

Effective: _____

By:

Michael A. Guider, President
Optex, Inc.

4880 Blazer Parkway
Dublin, Ohio 43017

See Attached Financial Statements

OPTEL SYSTEMS, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 1995

ELSEA, COLLINS AND COMPANY
Certified Public Accountants
7620 Olentangy River Road
Columbus, Ohio 43235

Shareholders
OpTel Systems, Inc.
4880 Blazer Parkway
Dublin, Ohio 43017

Shareholders:

We have compiled the accompanying balance sheet of OpTel Systems, Inc. (an S corporation) as of December 31, 1995, and the related statements of income and retained earnings for the six months and year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

Respectfully submitted,



Elsea, Collins and Company
March 16, 1996

OPTEL SYSTEMS, INC.
BALANCE SHEET
DECEMBER 31, 1995

ASSETS

CURRENT ASSETS		\$	400	
Petty cash			40,775	
General checking account			272,350	
Trade accounts receivable			<u>6,123</u>	
Accts. rec. - shareholder				\$ 319,648
Total Current Assets				
PROPERTY & EQUIPMENT				
Office equipment			6,220	
Office furniture			40,441	
Hardware			135,672	
Software			1,899	
Leasehold improvements			<u>5,924</u>	
Total			190,156	
Less accumulated depreciation			<u>(64,509)</u>	
Net Property & Equipment				125,647
OTHER ASSETS				
Lease deposits			1,943	
Organization costs-net			<u>446</u>	
Total Other Assets				<u>2,389</u>
TOTAL ASSETS				<u>\$ 447,684</u>

See accompanying accountant's report.

OPTEL SYSTEMS, INC.
BALANCE SHEET
DECEMBER 31, 1995

LIABILITIES AND SHAREHOLDERS' EQUITY

CURRENT LIABILITIES

Trade accounts payable	\$	31,582
Charter loan		4,478
NBD credit line		114,827
Current portion LTD		55,000
Accrued wages		19,746
Payroll taxes payable		2,748
Accrued vacation pay		4,391
City income tax payable		1,700
Accrued property tax		<u>2,700</u>

Total Current Liabilities

\$ 237,172

LONG TERM DEBT

NBD loans		124,277
Less current portion		<u>(55,000)</u>
Net Long Term Debt		<u>69,277</u>

Total Liabilities

306,449

SHAREHOLDERS' EQUITY

Capital stock		625
Retained earnings		13,093
Current net income (loss)		<u>127,517</u>
Total Shareholders' Equity		<u>141,235</u>

TOTAL LIAB. AND SHAREHOLDERS' EQUITY

\$ 447,684

See accompanying accountant's report.

OPTEL SYSTEMS, INC.
STATEMENT OF INCOME
FOR THE PERIOD

	6 Months Ended Dec. 31, 1995		12 Months Ended Dec. 31, 1995	
		Pct		Pct
INCOME				
Student billing	\$ 625,654	70.88	\$ 1,111,804	72.55
System One	105,946	12.00	166,523	10.87
Printing services	88,435	10.02	147,250	9.61
Data services	24,159	2.74	60,720	3.96
Consulting	36,238	4.11	36,238	2.36
Custom programming	500	0.06	1,750	0.11
Miscellaneous income	1,803	0.20	8,282	0.54
Total Income	<u>882,735</u>	<u>100.00</u>	<u>1,532,567</u>	<u>100.00</u>
 COST OF SALES				
Billing forms and supplies	29,178	3.31	29,178	1.90
Salaries	278,883	31.59	471,373	30.76
Contract labor	2,477	0.28	56,596	3.69
Mail house service	38,927	4.41	60,073	3.92
Tax service	6,098	0.69	12,195	0.80
V & H data service	2,000	0.23	2,900	0.19
Telephone	10,353	1.17	13,498	0.88
Computer expense	74,353	8.42	125,974	8.22
Total Cost of Sales	<u>442,269</u>	<u>50.10</u>	<u>771,787</u>	<u>50.36</u>
 GROSS PROFIT	<u>440,466</u>	<u>49.90</u>	<u>760,780</u>	<u>49.64</u>
 GENERAL & ADM. EXPENSES				
Advertising	9,717	1.10	25,926	1.69
Insurance	1,034	0.12	1,873	0.12
DataBase storage	3,550	0.40	4,472	0.29
Payroll service	918	0.10	1,685	0.11
Salaries officer	106,002	12.01	170,998	11.16
Meals and entertainment	4,300	0.49	5,508	0.36
Dues and subscriptions	1,265	0.14	6,041	0.39
Consulting	10,366	1.17	18,095	1.18
Rent	30,000	3.40	47,500	3.10
Property tax	3,416	0.39	3,731	0.24
Charitable contributions-	2,515	0.28	2,515	0.16
Depreciation expense	27,228	3.08	39,814	2.60
Amortization	737	0.08	737	0.05
Telephone	10,353	1.17	13,528	0.88
Group insurance	21,363	2.42	30,719	2.00
Vehicle	6,992	0.79	11,061	0.72
Professional fees	42,108	4.77	48,118	3.14

See accompanying accountant's report.

See Attached Resumes

BIOGRAPHY
of
Michael Johnson



Michael Johnson, Chairman and Chief Executive Officer of OpTel Systems Inc., has 12 years of experience software development, sales, and marketing in the telecommunications industry. He founded OpTel in the spring of 1992 and has profitably grown the business to \$1,500,000 in revenue employing 25 in 1995. Mr. Johnson is a telecommunications industry software expert in billing, customer care, and commission systems. During OpTel's first years, Mr. Johnson designed and developed what many reseller industry billing system experts believe is the leading full service PC based billing and customer care system. He also designed and established the billing and customer service operations for a very successful student calling card product for LCI International, the industry's 6th largest long distance company.

Before founding OpTel, Mr. Johnson was Product Manager for Operator Services with LCI. He was responsible for all aspects of product development and most sales activities. He grew revenue to \$6 million. The software support systems and the features of the operator center were considered the most sophisticated in the industry. Prior to that, Mr. Johnson spent 6 years with Compucom, a telecommunications industry billing service bureau. As Manager of Research and Development, he led the development of several billing systems, including the PC diskette billing software and service offered by Sprint called FonView.

BIOGRAPHY
of
Michael A. Guider



Michael A. Guider, President of OpTel Systems Inc., has 20 years experience in the telecommunications and information technology industries. He has general manager experience building and operating profitably a \$22 million information technology business. Mr. Guider has extensive experience in telecommunications industry information systems, marketing, product development, and network planning. He has advanced expertise in all aspects of voice, data, and video communications using fiber optics, satellite, and microwave technologies, and is considered an expert in wide area data networking. Mr. Guider has developed strategic telecommunications and information systems plans for companies in a wide variety of industries. He has also developed fault-tolerant communications systems for several high-technology companies.

Before joining OpTel, Mr. Guider was Vice President General Manager of one of the largest business units of CAP Gemini America (CGA), a \$250 million IT company. He was the lead executive in selling and building a 160 employee \$125 million (over 5 years) information technology outsourcing business unit. Previous to that, he was Vice President of the IT Excellence National Practice for CGA, the management consulting group that developed IT strategies, conducted assessments and benchmarks, and developed measurement programs for large IT programs across all industries. Before that, Mr. Guider was Vice President of Network Services for Litel Communications Inc., a fiber optic long distance carrier, where his responsibilities included all information systems, product marketing, and network planning. Prior to that, as with Harris Corp., a \$2 billion electronics company, and he held positions of Director of Computing and Communication Services, Director of Commercial Satellite Systems Division Marketing, Sales, and Field Service, and Director of MIS for the Semiconductor Division.

Mr. Guider has a B.S. in Computer Science for the Florida Institute of Technology and completed the Harris Executive M.B.A. program at the University of Florida.

BIOGRAPHY
of
Jay J. Esguerra



Jay J. Esguerra, Director of Software Development OpTel Systems Inc., has 14 years of experience in managing and developing software in the information technology industry. He has advanced system architecture, design, development, implementation, and technical management expertise in very large complex high transaction rate systems. Mr. Esguerra has extensive knowledge of new and emerging technologies such as CS, RDBMS, System Management, and hardware SMP systems. He has detailed technical knowledge of Windows and Windows NT, DOS, UNIX, TCP/IP, FTP, Visual C++, Visual Basic, Oracle, and Sybase. Mr. Esguerra has successfully managed technical development teams of 10 to 15 software engineers.

Before joining OpTel, Mr. Esguerra was Team Leader and Senior System Architect at Merrill Lynch Pierce Fenner and Smith, one of the worlds largest financial institutions. As a Team Leader at Merrill Lynch he directed efforts in network design, performance engineering, on-line equity and OTC trading system systems operation, and technology evaluation. As a senior developer, he designed and developed a client-server interface in a fault-tolerant environment, an alert system to monitor hardware and software errors/failures, and a high performance data management compression system. Prior to that, Mr. Esguerra was a Team Leader with TCAM Systems Inc., a software consulting firm specializing in trading systems. He lead the development of a PC back-up trading system for OTC traders for a major brokerage firm. Before that, he was a Team Leader with Southland Corp., a consumer retail company. He was responsible for the full life cycle development of an inventory control, invoicing and reconciliation system.

Mr. Esguerra has a B.S. in Computer Science and a B.S. in Architecture from the University of Texas (Magna Cum Laude).