Original Sheet 1

DEPOSIT TREAS. REC. DATE

FLORIDA TELECOMMUNICATIONS PARTER 4 44 4 JAN 24 97

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by KTNT Communications, Inc., with principal offices at 621 Ruth Drive, Kennedale, Texas 76060. 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.

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

Initials of person who forwarded check:

6100000 6100000 BARNETT BANK OF TALLAHASSEE FOR DEPOSIT ONLY PUBLIC SERVICE COMMISSION #6100000 FLORIDA STATE TREASURY CONCENTRATION ACCOUNT #1000004444 6100000 6100000

100

ISSUED:

EFFECTIVE:

DOCUMENT NO

Original Sheet 2

CHECK SHEET

Sheets of this tariff, as listed below, are effective as of t a date shown at the bottom of the respective sheet(s). Original and avised sheets as named below compromise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| SHEET | REVISION |
|---|----------|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 1 2 3 4 5 6 7 8 9 | Original |
| 6 | Original |
| 7 | Original |
| 8 | Original |
| 9 | Original |
| 10 | Original |
| 11 | Original |
| 12 | Original |
| 13 | Original |
| 14 | Original |
| 15 | Original |
| 16 | Original |
| 17 | Original |
| 18 | Original |
| 19 | Original |
| 20 | Original |
| 21 | Original |
| 22 | Original |
| 23 | Original |
| 24 | Original |
| 25 | Original |
| 26 | Original |
| 27 | Original |
| 28 | Original |
| 29 | Original |

ISSUED:

EFFECTIVE:

4

.

TABLE OF CONTENTS

| | | | | | | | | | | | | | | | | | | | | | Sł | nee | et | N | imt | ber |
|--------|--------|------|-----|------|----|----|-----|----|----|-----|-----|----|----|----|----|----|---|---|---|---|----|-----|----|----|------|-----|
| Title | Page | | | | | | | | | | | | | | | • | • | • | • | • | 2 | • | | • | • | 1 |
| Check | Sheet | | | | | | | | | | | | | | | • | • | | | | a. | | • | | • | 2 |
| Table | of Co | onte | nts | з. | | | • | | | • | | • | • | | | • | • | × | | | 2 | | | a. | .*. | 3 |
| Sectio | on 1 - | - те | chr | nica | 1 | Te | rm | 5 | an | d I | Abi | DI | ev | ia | ti | on | 9 | X | • | | | • | | | • | 7 |
| Sectio | on 2 - | - Ru | le | s ar | d | Re | gu. | la | ti | on | s | | • | | • | • | | • | • | ٠ | i. | | ÷ | | | 10 |
| Sectio | on 3 - | - De | SCI | ript | io | n | of | S | er | vi | ce | | | | | | | • | | • | | • | • | • | • | 21 |
| Sectio | on 4 - | - Ra | ite | s | | | | | | | | | | | | • | × | | | | | | • | | . 13 | 26 |

ISSUED:

EFFECTIVE:

Original Sheet 4

SYMBOLS

The following are the only symbols used for the purposes indicated below:

D - Delete or Discontinue

I - Change Resulting In An Increase To a Customer's Bill

M - Moved From Another Tariff Location

N - New

R - Change Resulting In A Reduction To A Customer's Bill

T - Change In Text or Regulation But No Change In Rate Or Charge

ISSUED:

EFFECTIVE:

Original Sheet 5

TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the ipper right corner of the page. Sheets are numbered sequentia iy. 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 sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current sheet revision on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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. (a). 2.1.1.A.1. (a).I. 2.1.1.A.1. (a).I. (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 FPSC, 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 pages 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 page if these are the only changes made to it (i.e., the format, etc.

ISSUED:

EFFECTIVE:

.

Original Sheet 6

TARIFF FORMAT (cont.)

remains the same, just revised revision evels on same pages). The tariff user should refer to the late: check sheet to find out if a particular sheet is the most cu. ent on file with the FPSC.

ISSUED:

EFFECTIVE:

Original Sheet 7

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Calling Card - A card assigned by local telephone `ompanies which enables end users to bill telephone calls to their t€ .ephone company account.

Collect Call - A payment arrangement whereby the called station accepts billing for the call placed over KTNT Communications, Inc.

Company - Unless otherwise indicated, KTNT Communications, Inc., hereinafter referred to as "KTNT".

Customer - Denotes any individual, partnership, associate, joint stock company, trust corporation, governmental agency, or any other entity who subscribes to the services subsequently offered in this tariff.

Customer Calling Card - The payment arrangement which enables the end user to bill calls to an authorized calling card.

End User - An individual who places and/or accepts calls placed over KTNT's services. The end user may or may not be directly responsible for billing of calls, depending upon the payment method selected by the end user.

Local Exchange Carrier - A company which furnishes exchange telephone service.

Operator Assistance Charge - A fee which may be applied to calls which require the assistance of a KTNT Communications, Inc. operator. This charge may vary depending upon the payment method selected by the end user.

Operator Station - A service arrangement, other than person-toperson, which requires the assistance of a KTNT Communications, Inc. operator to complete the call.

Originating Number Billing - A payment arrangement which allows the end user to bill a call to the calling telephone number.

ISSUED:

EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Payment Method - The manner in which the end user des gnates as the means of billing subsequent payment for calls place ' over KTNT'S service.

Person-to-person - A service arrangement where the end user specifies to the KTNT Communications, Inc. operator a particular person, department, mobile station, extension, or office to be reached.

Premises - The space designated by a customer at its place of business or residence for originating provision of KTNT Communications, Inc. service, whether for its own communications needs or for the use of its patrons, guests, or employees. In the case of the non-profit sharing group, this term includes space at each sharer's place or places of business, as well as the customer's place of business.

Special Promotional Offering - Special discounts or modifications of KTNT's regular service. The Company may, from time to time, offer to its customers such an offering for a particular service. Such offerings may be limited to ceratin dates, times, and locations.

Station - Any location from which long distance calls may be placed or received.

Third Party Billing - A payment arrangement which allows the end user to assign billing to a telephone number which is different from the calling or called telephone number.

Day - From 8:00 a.m. up to but not including 5:00 p.m., local time Monday through Friday.

Evening - From 5:00 p.m. up to but not including 11:00 p.m., local time Sunday through Friday.

Holidays - The company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas. Calls on holidays are rated at the evening rate unless a lower rate would normally apply.

ISSUED:

EFFECTIVE:

Original Sheet 9

SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

Night/Weekend - From 11:00 p.m. up to but not including :00 a.m., local time Sunday through Friday, and 8:00 a.m. up t but not including 5:00 p.m. local time Sunday, all day Saturday.

ISSUED:

EFFECTIVE:

2.1 Undertaking of KTNT Communicati ns, Inc.

KTNT's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

KTNT Communications, Inc. installs, operates, and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It 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 the KTNT Communications, Inc. network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

KTNT Communications, Inc. will provide services herein to both end users and customers on a nondiscriminatory basis.

2.2 Limitations

- Service is offered subject to the availability of facilities and the provisions of this tariff.
- KTNT Communications, Inc. reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this tariff.

ISSUED:

EFFECTIVE:

SECTION 2 RULES AND REGULATIONS

- 2.2 Limitations (Cont.)
 - 3. All facilities provided under this tariff are directly controlled by KTNT Communications, Inc. and the customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
 - 4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.3 Terms and Conditions
 - KTNT Communications, Inc. requires its customers to agree to abide at all times by the requirements of Order Numbers 20489 and 22243, and all rules of the Florida Public Service Commission promulgated thereunder. Specifically, customers must abide by the following:
 - 1.A. telephones presubscribed to KTNT Communications, Inc. shall permit end users to access other carriers by means of "800" or "950" access numbers and access codes;
 - 1.B. all required consumer information concerning operator services shall be posted on or near the telephone;

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.3 Terms and Conditions (Cont.)

- 2. If KTNT Communications, Inc. has reason to believe that customer is in violation of the unblocking requirement of Section 2.3.1.A. above, KTNT Communications, Inc. shall withhold payment of compensation to customer, including commissions, for any location where such unlawful blocking is occurring until such time as the customer complies with Section 2.3.1.A.
- 3. There shall be no end user charge for unanswered calls. Upon receiving adequate notice of billing from an end user for any such call, KTNT Communications, Inc. will issue a credit to the end user in an amount equal to the charge for the call.

2.4 Liability

The liability of KTNT Communications, Inc. for 1. damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service and not caused by the customer or of KTNT negligence of the Communications, Inc. in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission occurs.

ISSUED:

EFFECTIVE:

2.4 Liability (Cont.)

- KTNT Communications, Inc. shall be indomnified 2. and held harmless by the customer against claims for libel, slander, or infringement of copyright arising out of the material, data, information, content transmitted over KTNT other or Inc. channels, and patent Communications, infringement claims arising from combining or connecting KTNT Communications, Inc. furnished channels with apparatus and system of the customer, and all other claims arising out of any act or omission of the customer in connection with any service provided by KTNT.
- KTNT Communications, Inc. is not liable for any act or omission of any other company or companies furnishing a portion or portions of this service.
- KTNT Communications, Inc. does not guarantee or 4. make any warranty with respect to any equipment provided by it where such equipment issued in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and holds KTNT Communications, Inc. harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of property whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by maintenance, removal, presence, condition, location or use of such equipment so used.

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.4 Liability (Cont.)

- 5. The customer indemnifies and hole KTNT Communications, Inc. harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location or use as is not the direct result of KTNT's negligence.
- KTNT Communications, Inc. is not liable for any 6. defacement of, or damage to, the premises of a customer resulting from the furnishing of services of the attachment of instruments, apparatus, and associated wiring furnished by KTNT Communications, Inc. on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of KTNT's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of KTNT written without Communications, Inc. authorization.
- 7. The customer is responsible for taking all necessary steps for interconnecting his customer-provided terminal equipment or communications systems with KTNT Communications, Inc. facilities or services. He shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

ISSUED:

EFFECTIVE:

2.4 Liability (Cont.)

The customer shall ensure that his equipment 8. and/or system is properly interfaced with KTNT Communications, Inc. facilities or services, that the signals emitted into KTNT's network are of the proper mode, bandwidth, power, and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service If the Federal to the other customers. Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for electrical connection with direct, communications service, KTNT Communications, Inc. will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain his equipment and/or system properly, with resulting imminent harm to KINT Communications, Iac. equipment, personnel, or quality of service to other customers, KTNT Communications, Inc. may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, KTNT Communications, Inc. may, upon written notice, terminate the customer's service.

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.5 Interruption of Service

- Credit allowance for the interruption of service 1. 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 2.4.1 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 wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- For purposes of credit computation, every month shall be considered to have 720 hours.
- No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 4. 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: Credit = <u>A</u> X B 720

"A" - outage time in hours
"B" - total monthly charge for affected
facility

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.6 Use of Service

- Service furnished by KTNT Communications, Inc. 1. may be arranged for the use of hotel or motel guests, pay phone users, patrons of businesses and retail establishments, or travelers. Service may also be provided to the Customer for his/her own use. Payment for KTNT's service in such instances is the ultimate responsibility of the end user or called party. For direct dial services, payment is the responsibility of the Customer and the Customer is billed monthly for all use of the service. For operator assisted services, payment arrangements are mutually agreed upon by KTNT Communications, Inc. and the end user prior to the completion of a telephone call. Payment options are set forth in Section 2.7.2 of this tariff.
- 2. KTNT Communications, Inc. reserves the right to validate the credit worthiness of the end user through appropriate verification procedures. Where a requested billing method cannot be validated, the end user may be required to provide an acceptable alternative billing method or KTNT Communications, Inc. may refuse to complete the call, excluding calls placed to emergency telephone numbers or calls of such urgent nature.
- Service furnished by KTNT Communications, Inc. shall not be used for any unlawful purpose.
- 2.7 Payment Arrangements
 - A charge for operator assistance and/or payment method, as defined herein, may be applied to an end user's invoice for services rendered.

ISSUED:

EFFECTIVE:

2.7 Payment Arrangements (Cont.)

- The following payment options are available to end users of KTNT's service:
 - A. Collect Calls This option allows a call to be billed to the called number, provided that someone at the called station accepts responsibility for payment of charges. Collect calls may not be accepted at a pay telephone.
 - B. Calling Card Calls This option enables an end user to charge a call to a valid telephone company calling card.
 - C. Third Number Billing This option allows a call to be billed to a telephone number identified with a station other than the calling or called telephone number, provided that the third party number is not restricted from receiving such charges.
 - D. Originating Number Billing This option allows the end user to bill a call to the calling telephone number. End user accepts responsibility for payment of charges. Originating Number Billing may not be accepted from pay telephones and other restricted telephone numbers. All direct dial calls are billed to the originating line.

ISSUED:

EFFECTIVE:

- 2.7 Payment Arrangements (Cont.)
 - Miscellaneous
 - A. Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. A customer is in default unless payment is made on or before thirty days past the due date.
 - B. A late payment charge of one and one-half percent (1.5%) per monthly billing period may be applied to all past due amounts, including arrears and unpaid late payment charges.
 - C. The Company reserves the right to assess a return-check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company for insufficient funds.
 - D. Deposits of an amount equal to one month's estimated charges may be collected from customers or potential customers whose credit or payment history is unsatisfactory or unknown to the Company. Deposits will be collected and maintained in accordance with the rules of the Commission.
 - E. In the event that the Company incurs fees or expenses, including attorney's fees, collection, or attempting to collect, any charges owed to the Company, the Company may charge the customer all such fees and expenses reasonably incurred.

ISSUED:

EFFECTIVE:

2.8 Miscellaneous

1. 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 and any rules and regulations of the FPSC.

Advance Payment

The Company does not require an advance payment.

3. Taxes

All state and local taxes are listed as separate line items and are not included in the quoted rate.

Billing Agent

The Company may use the services of a billing agent to bill the end user. The billing agent holds billing and collection agreements with various local exchange carriers which enable the billing agent to bill calls on behalf of the Company. Taxes referenced above in 2.8.3 are collected and remitted to the appropriate taxing authority on behalf of the Company by the billing agent. The Company's current billing agent is Zero Plus Dialing, Inc.

ISSUED:

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General Description

1. Services offered consist of the furnishing, for the use of customers and end users, of facilities or services for the transmission of intrastate communications between subscriber sites and Florida locations. The services provided enable hospitals, hotels, motels, pay telephone owners, businesses, and other traffic aggregators to offer operator assisted services to patrons, employees, and guests. The Company also offers services directly to customers for their own use. Payment of usage charges are the responsibility of the end user or called party.

KTNT Communications, Inc. will also participate in Southern Bell's Operator Transfer Service. This service will permit access to KTNT from customers that dial 0-. These calls initially are directed to the Bell South operator, who, upon request, will transfer the call to KTNT.

 Communications services are offered to subscribers on a full time monthly basis. The service enables guests, patrons, employees and other authorized users to place long distance calls from the customer's premise to other locations throughout Florida.

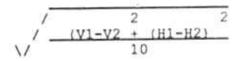
ISSUED:

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

- 3.1 General Description (Cont.)
 - All communications over KTNT's facilities are 3. intercepted by KTNT Communications, Inc. operator, either automated or live, who obtains and validates the caller's billing preference prior to the completion of the call. All calls are billed in one minute increments. Call durations that are less than on minute in duration and call durations that include a fractional minute will be rounded up to the next highest minute for billing purposes. The per minute usage charge is determined according to the distance from the point of origination to the point of termination of the call, as calculated in accordance Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:



3.2 Timing of Calls

- Charges to end users for services described in this tariff begin at the following times;
 - A. for direct dial, calling card, third party billed, originating number billed and operator station-to-station calls' when the receiving party answers the call;
 - B. for collect calls when the receiving party authorizes billing for the call;
 - C. for person-to-person calls, when the requested receiving party answers the call.

ISSUED:

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

- Charges to end users for services described in this tariff end when either party hangs-up the all.
- 3.3 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 99% during peak use periods for all FGD services.

3.4 Special Promotional Offerings

From time to time, KTNT Communications, Inc. may offer its customers or end users special discounts or service modifications. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances will a promotion offering run for longer than 90 days in any 12 month period.

3.5 Service Origination Points

KTNT Communications, Inc. provides services described in this tariff from all Southern Bell exchanges in Florida.

ISSUED:

EFFECTIVE:

Original Sheet 24

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

3.6 Service Offerings

3.6.1 Flat Out

Flat Out is a switched telecommunications service which allows customers to make "1+" direct dialed long distance calls. Customers access the service via local exchange company-provided Feature Group D switched access circuits. For billing purposes, call timing is rounded up to the nearest full minute increment. A monthly service fee applies.

3.6.2 Flat In

Flat In is an in-bound 'toll free' 800 service. KTNT's Customer is billed for each 800 call, rather than the call originator. Calls terminate to the Customer over local exchange Company provided switched access circuits. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds. a monthly service fee and set-up fee apply.

ISSUED:

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

3.6 Service Offerings (Cont.)

3.6.3 Flat Out Go

Flat Out Go allows customers to use KTNT's service while away from their home or office. access code, dial an must Customers the destination identification number and telephone number. This service is available only to those Customers subscribing to the Company's Flat Out Go direct dial product. For billing purposes, call timing is rounded up to the nearest full minute increment. Customers may choose one of the rate options listed below. In the even that an operator is used to complete the travel card call (i.e. by dialing "00" after the access code or by default when the identification number or destination telephone number is not dialed by the customer), an operator service charge applies in addition to all other applicable charges. A monthly service fee applies.

3.6.4 Directory Assistance

Directory Assistance is available to the KTNT's customers. A Directory Assistance charge does apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call whether or not the Directory Assistance is able to furnish the requested telephone number.

ISSUED:

EFFECTIVE:

Original Sheet 26

SECTION 4 - RATES

4.1 Rates

This section sets forth the rates and charges applicable to the services described in thi: tariff.

- The rates set forth in this section are applicable to all intrastate calls originating and terminating within Florida. Charges may be billed to a valid local telephone number or calling card. Definitions of the types of charges that appear on the following Rate Table are as follows:
- 2. Per Minute Charges

This charge represents the charges per minute billed to end users for the actual time of the call. Determination of commencement and termination of billed time is found in Section 3.2 of this tariff.

Service Charges

Otherwise known as operator assistance charges, these are fixed charges assessed on each call based upon the billing method selected by the end user.

Surcharges

This is a fixed charge assessed on each call in addition to any service charge levied. Surcharges apply only to non-LEC pay telephone originated calls.

Hearing Impaired Charges

There will be no charge for directory assistance provided to the hearing impaired.

ISSUED:

EFFECTIVE:

SECTION 4 - RATES (CONT.)

4.1 Rates (Cont.)

7. Per Minute Charges

A. All Calls

| | DAY | | EVENIN | G | NIGHT/WOND | | | | |
|------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--|--|--|
| RATE MILEAGE | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L FERIOD | | | |
| 1-10 11-22 23-55 | \$0.2000 \$0.2200 \$0.2500 | \$0.2000 \$0.2200 \$0.2500 | \$0.1500 \$0.1700 \$0.1900 | \$0.1500 \$0.1700 \$0.1900 | \$0.1200 \$0.1300 70.1400 | \$0.1200 \$0.1300 \$0.1400 | | | |
| 56-124 125-292 293-430 | \$0.2700 \$0.2800 \$0.2800 | \$0.2700 \$0.2800 \$0.2800 | \$0.1900 \$0.1900 \$0.2000 | \$0,1900 \$0,1900 \$0,2000 | \$0,1500 \$0,1600 \$0,1600 | \$0.1500 \$0.1600 \$0.1600 | | | |
| 431-624 | \$0.2800 | \$0.2800 | \$0.2100 | \$0,2100 | \$0.1600 | \$0.1600 | | | |

*Rates are in Dollars per Minute.

| DAY: EVENING: NIGHT/WKND: | <pre>8AM = 5PM**, Monday through Friday 5PM = 11PM**, Sunday through Friday 11PM = 8AM**, Monday through Friday, All Day Sat. 12AM = 5PM**, Sunday 11PM = 12AM**, Sunday</pre> |
|---------------------------------|--|
| | **To, but not including. |

ISSUED:

EFFECTIVE:

KTNT COMMUNICATIONS, INC. Original Sheet 28

. .

Ŧ

SECTION 4 - RATES (CONT.)

8. Service Charges

| Customer Dialed Calling Card Station Customer Dialed Operator Must Assist | \$1.00 (N) \$1.00 (N) |
|---|--|
| Operator Dialed Calling Card Station | \$1.75 (N) |
| Operator Station Collect Billed to Third Party Sent Paid-Non Coin | \$1.75 (N) \$1.75 (N) \$1.75 (N) |
| Person to Person | \$3.25 (N) |
| Operator Dialed Surcharge | \$1.15 (N) |

| | 9. Directory Assistance | | |
|-----------|-------------------------|----|-----|
| | Assistance | Ş | .85 |
| | 10. Surcharge | | |
| Non-LEC p | ay telephones | \$ | .25 |

| ISSUED: | EFFECTIVE: |
|------------|--|
| ISSUED BY: | Dennis Dees President KTNT Communications, Inc. DBA: I Don't Care DBA: It Doesn't Matter 621 Ruth Dr. Kennedale, TX 76060 |

Original Sheet 29

SECTION 4 -RATES (CONT.)

11. Flat Out

DAY EVENING NIGHT/WKND

Per Minute Rate: \$0.2200 \$0.1600 \$0.1200

Monthly service fee: \$5.00

12. Flat In

Monthly service fee: \$5.00 per 800 number One-time set-up fee: \$15.00 per 800 number

DAY EVENING NIGHT/WKND

Per Minute Rate: \$0.1600 \$0.1350 \$\$0.1350

13. Flat Out Go

DAY EVENING NIGHT/WKND Per Minute Rate: \$0.3100 \$0.2200 \$0.1900 Per Call Charge: \$0.00 Monthly service fee: \$5.00 Operator Service Charge (if applicable):\$0.70

ISSUED:

EFFECTIVE:

1. This is an application for (check one):

. . -.

- (X) Original Authority (New compa y).
- () Approval of Transfer (To another certificated company).
- () Approval of Assignment of existing certificate (To an uncertificated company).
- () Approval for transfer of control (To another certificated company).
- 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.
 - (X) 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.

- Name of corporation, partnership, cooperative, joint 3. venture or sole proprietorship: KTNT Communications, Inc.
- Name under which the applicant will do busi ess 4. (fictitious name, etc.): (1) I Don't Care

@ It Doesn't Matter

National address (including street name & number, post 5. office box, city, state and zip code). 621 Ruth Drive Kennedale TX 76060 Florida address (including street name & number, post

6. office box, city, state and zip code):

Do NOT HAVE A Florida Address

Structure of organization;

. . . .

- () Individual
 () Corporation
 (X) Foreign Corporation
 () Foreign Partnership
 () Limited Partnership () Other, _
- If applicant is an individual or partnership, please 8. give name, title and address of sole proprietor or partners.
 - (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
 - Indicate if the individual or any of the (b) partners 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.

(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.

- 9. If incorporated, please give:
 - (a) Proof from the Florida Secratary of State that the applicant has authority to operate in Florida.

Corporate charter number: F96000001555

- (b) Name and address of the company's Florida registered agent. CT Corporation System 1200 South Pinc Island Ad.
- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable. If Don't Care G963120000 89 It Doesn't Matter G96312000 Fictitious name registration number:
 - (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
 - 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 NO reason why not.
- 10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):
 - (a) The application; Anthony Vacca EXECUTIVE VP (a) The application; 126 Odkwood Ln Usandele TY TIME 817-483-4010
 - (b) Official Point of Contact for the ongoing operations of the company; Dennis Dees - President

SAME AS B Kennedale, TX 76060 817-572-5520

FORM PSC/CMU 31 (3/96) Required by Commission Rule Nos. 25-24.471 and 25-24.473.

(c) Tariff;

- (d) Complaints/Inquiries from customers; SAME AS A
- 11. List the states in which the applicant:
 - (a) Has operated as an interexchange carrier.
 TEXAS
 - (b) Has applications pending to be certificated as an interexchange carrier. Illineis
 - (c) Is certificated to operate as an interexchange carrier. TEXAS, OHIO
 - (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. N/A NEVER BEEN DENINED
 - (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. NIA

NEVER HAS HAPPENED

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

NEVER HAS HAPPENED

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

NA NONE

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

13. Do you have a marketing program? Yes

14. Will your marketing program:

- (X) Pay commissions?
- () Offer sales franchises?
 () Offer multi-level sales incentive??
- (x) Offer other sales incentives?
- 15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.). commissions will be paid to sales agents. Amounts vary depending on product and volume.
- 16. Who will receive the bills for your service (Check all that apply)?
 - (X) Residential customers. (X) Business customers.
 - () PATS station end-users.(X) Hotel & motel guests.

 - () PATS providers.
 () PATS station end-users.
 (X) Hotels & motels.
 (X) Universities.
 (X) 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. ZPDI

9311 San Pedro # 400

San Antonio, TX 78216

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability.

Regarding the showing of financial copability, the following applies:

The application <u>should contain</u> the applicant's financial statements, including:

- 1. the balance sheet
- 2. income statement
- statement of retained earnings for the most recent 3 years.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should <u>affirm</u> that the financial statements are true and correct.

- B. Managerial capability. The management has over 15 years of telecommunications experience.
- c. Technical capability. The technicol end is handled by the Operator Service Center and other carriers.
- 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).

20. The applicant will provide the following interexchange carrier services (Check all that apply):

 X
 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)

.

A) So (1982) (1982)

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.)

X Travel Service _ Method of access is 950 X Method of access is 800

900 service

A = 1.0

X Operator Services

Available to presubscribed customers X Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals. X Available to inmates

Services included are:

X Station assistance X Person to Person assistance X Directory assistance X Operator verify and interrupt Conference Calling

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

22. Other:

** APPLICANT ACKNOWLEDGEMENT STATEMENT **

- REGULATORY ASSESSMENT FEE: I understand that all 1. telephone companies must pay a regula ory 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.
- GROSS RECEIPTS TAX: I understand that all telephone 2. companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax 3. must be paid on intra and interstate revenues.
- 4. APPLICATION FEE: A non-refundable application fee or \$250.00 must be submitted with the application.
- RECEIPT AND UNDERSTANDING OF RULES: I acknowledge 5. 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 interexchange service.
- ACCURACY OF APPLICATION: By my signature below, I the б. 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, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL: Anothony Vacca 1-18-97 Signature Date

Executive VP 817.483-4010 Title Telephone No.

** APPENDIX A **

CERTIFICATE TRANSFER STATEMENT

| I, (TYPE NAME) | |
|---|------------------------|
| (TITLE) | , of (NAME OF COMPANY) |
| 14 | , and curre.it |
| holder of certificate number | , have reviewed |
| this application and join in the petit: | ioner's request for a |
| transfer of the above-mentioned certif: | icate. |

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

** 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):

- (X) 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:

Inthe

1-18-97 Date

Executive

817-483-4010 Telephone No.

NOTE: We are an OSP. We use other companies facilities.

** APPENDIX C **

INTRASTATE NETWORK

- POP: Addresses where located, and indicate if owned or leased.
 - 1) 2)
 - 3) 4)
- SWITCHES: Address where located, by type of switch, and indicate if owned or leased.
 - 1) 2)
 - 3) 4)
- TRANSMISSION FACILITIES: Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.
 - 1) POP-to-POP TYPE OWNERSHIP
 - 2)
- ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

- 5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (cor' enclosed).
- 6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
 - a) What services have been provided and when did these services begin?
 - b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

Anthony Lacon Signature

Date

Executive VP.

817-483.4010 Telephone No.

** APPENDIX D **

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate. We will be Serving the whole State of Floride. X

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

| ** | FLORIDA | EAS | FOR | MAJOR | EXCHANGES | ** |
|----|---------|-----|-----|-------|-----------|----|
|----|---------|-----|-----|-------|-----------|----|

| Extended Service Area | with These Exchanges |
|--|---|
| PENSACOLA: | Cantonment, Gulf Breeze Pace, Milton Holley-Navarre. |
| PANAMA CITY: | Lynn Haven, Panama City Beach, |
| | Youngstown-Fountain and Tyndal: AFB. |
| TALLAHASSEE: | Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks. |
| JACKSONVILLE: | Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington. |
| GAINESVILLE: | Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo. |
| OCALA: | Belleview, Citra, Dunnellon, |
| M PSC/CMU 31 (3/96) uired by Commission Rul | Nos. 25-24.471 and 25-24.473. |

-15-

Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores. New Smyrna Beach. DAYTONA BEACH: None Plant City Zephyrhills Palmetto Central TAMPA: East North South Clearwater West St. Petersburg, Tampa-West and Tarpon Springs. CLEARWATER: Clearwater. ST. PETERSBURG: Bartow, Mulberry, Plant City, Polk City and Winter Haven. LAKELAND: Apopka, East Ore-Vista, Oviedo, Winde-Winter Garden, Winter Park, Montverde, Winter Park, Montverde, Winter Vis East Orange, Lake Bu oviedo, Windermere, Lake Buena ORLANDO: Reedy Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Wintar Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde. WINTER PARK: Cocoa and Cocoa Beach. TITUSVILLE: Cocoa Beach, Eau Gallie, Melbourne and Titusville. COCOA: Cocca, Cocca Beach, Eau Gallie and Sebastian. MELBOURNE: Bradenton, Myakka and Venice. SARASOTA: Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands. FT. MYERS: Marco Island and North Naples. NAPLES: Boynton Beach and Jupiter. WEST PALM BEACH:

FORM PSC/CMU 31 (3/96) Reguired by Commission Rule Nos. 25-24.471 and 25-24.473. -16-

POMPANO BEACH:

FT. LAUDERDALE:

HOLLYWOOD: NORTH DADE: MIAMI: Boca Raton, Coral Springs, Deerfield Beach and Fe. Lauderdale.

Coral Springs, Deerfi id Beach, Hollywood and Pompano Beach. Ft. Lauderdale and North Dade. Hollywood, Miami and Perrine. Homestead, North Dade and Perrine

AA APPENDIX E AA

. . . .

** GLOSSARY **

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

M. 10
 M. 20

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.
Feature Group C: Trunk side connections presently serving AT&T-C.
Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN MUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

1

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

ATTACHMENTS:

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

KTNT COMMUNICATIONS INC. INCOME STATEMENT FOR YEAR ENDED DECEMBER 31, 1996

| Revenue | \$892,000 |
|---|-----------|
| Expenses | |
| Interexchange Carrier charges | \$72,000 |
| LEC Charges | \$121,000 |
| Operator service charges | \$184,000 |
| General administration, consulting, payroll | \$477,000 |
| Total | \$854,000 |
| Net Income | \$38,000 |
| Federal Income Taxes | \$9,000 |
| Net income after taxes | \$29,000 |

I affirm that this financial statement is true and correct.

oughts M. Ser mous Douglas M. Simmons CEO and CFO

KTNT COMMUNICATIONS, INC. BALANCE SHEET AT DECEMBER 31, 1996

ASSETS

| Cash | \$7,000 |
|-------------------------------|-----------|
| Accounts Receivables | \$180,000 |
| Total Assets | \$187,000 |
| A LOD TOTAL AND CADITAL | 10 21 |
| LIABILITIES AND CAPITAL | |
| Accounts Payable-Trade | \$31,000 |
| Federal Income Taxes | \$9,000 |
| Capital | \$1,000 |
| Retained Earnings | \$146,000 |
| Total Liabilities and Capital | \$187,000 |

I affirm that this financial statement is true and correct.

cum Douglas M. Simmons, CEO AND CFO

KTNT COMMUNICATIONS, INC. STATEMENT OF STOCKHOLDER'S EQUITY AND RETAINED EARNINGS FOR YEAR ENDED DECEMBER 31, 1996

| Capital Stock 12/31/95 | \$1,000 |
|------------------------------|-----------|
| Retained Earnings 12/31/95 | \$117,000 |
| Earnings for 1996 | \$29,000 |
| Total Retained Earnings 1996 | \$146,000 |
| Total Capital 12/31/96 | \$147,000 |

I affirm that this financial statement is true and correct.

us mors Douglas M. Simmons, CEO and CFO

- This is an application for (check one):
 - (X) Original Authority (New compan).
 - () Approval of Transfer (To another certificated company).
 - Approval of Assignment of existing certificate (To an uncertificated company).
 - Approval for transfer of control (To another certificated company).
- 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.
 - (X) 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.

DN 00926-97 1/24/97

- Name of corporation, partnership, cooperative, joint з. venture or sole proprietorship: KTNT Communications, Inc.
 - Name under which the applicant will do business
 - (fictitious name, etc.): (1.) I Don't Care

@ It Doesn't Matter

National address (including street name & number, post 5. office box, city, state and zip code).

621 Ruth Drive Kennedale, TX 76060 Florida address (including street name & number, post office box, city, state and zip code): N/A 6.

Do Not HAVE A Florida Address

Structure of organization;

4.

| () | Individual | (|) | Corporation |
|------------|--|--------|---|--|
| (X) (`) | Individual Foreign Corporation General Partnership | ((| | Foreign Partnership Limited Partnership |
| | () Other, | _ | - | |

- If applicant is an individual or partnership, please 8. give name, title and address of sole proprietor or partners.
 - (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
 - Indicate if the individual or any of the (b) partners 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.

(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.

- 9. If incorporated, please give:
 - (a) Proof from the Florida Secretary of State that the applicant has autho ity to operate in Florida.

Corporate charter number: F1.0000001555

- (b) Name and address of the company's Florida registered agent. CT Corporation System 1200 South Pine Island Rd.
- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable. If Don't Care G9(3) 2000 89 Dit Doesn't Matter G9(3) 2000 Fictitious name registration number:
 - (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
 - adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (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.
- 10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

(a) The application; 126 Odkwood Ln
 (b) Official Point of Contact for the ongoing operations of the company; Dennis Dees - President 621 Ruth Drive

(c) Tariff; SAME A& B

١.

Kennedale, TX 76060

- (d) Complaints/Inquiries from customers; SAME AS A
- 11. List the states in which the applicant:
 - (a) Has operated as an interexchange arrier.
 TEXAS
 - (b) Has applications pending to be certificated as an interexchange carrier. *Illineis*
 - (c) Is certificated to operate as an interexchange carrier. TEXAS, OHIO
 - (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. N/A NEVER BEEN DENINED
 - (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. N/A

NEVER HAS HAPPENED

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

NEVER HAS HAPPENED

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

- NA NONE
- () Facilities. () Operators.
- () Billing and Collection. () Sales.
- () Maintenance.
- () Other:

13. Do you have a marketing program? Yes

14. Will your marketing program:

- (X) Pay commissions?
- () Offer sales franchises?
- () Offer multi-level sales incentives?
- (x) Offer other sales incentives?
- 15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.). commissions will be paid to Gales agents. Amounts vary depending on product and volume.
- 16. Who will receive the bills for your service (Check all that apply)?
 - (X) Residential customers. (X) Business customers.
 - () PATS station end-users.(X) Hotel & motel guests. () PATS providers.
 - (X) Hotels & motels.
 - (X) Univ. dormitory residents. (x) Universities.
 - () 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. ZPDI

9311 San Pedro # 400 San Antonio, TX 78216

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

FORM PSC/CMU 31 (3/96) Required by Commission Rule Nos. 25-24.471 and 25-24.473.

k

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application <u>should contain</u> the applicant's financial statements, including:

- 1. the balance sheet
- income statement
- statement of retained earnings for the most recent 3 years.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should <u>affirm</u> that the financial statements are true and correct.

- B. Managerial capability. The management has over 15 years of telecommunications experience.
- c. Technical capability. The technical end is handled by the Operator Service Center and other carriers.
- 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).

FORM PSC/CMU 31 (3/96) Required by Commission Rule Nos. 25-24.471 and 25-24.473.

Ł

 The applicant will provide the following interexchange carrier services (Check all that apply)

 X
 NTS 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.)

FORM PSC/CMU 31 (3/96) Required by Commission Rule Nos. 25-24.471 and 25-24.473.

-8-

| X | Trave | 1 | Ser | vic | :e | |
|---|-------|---|-----|-----|-----------|--|
| | | | | | | |

Method of access is 950 X Method of access is 800

___ 900 service

<u>X</u> Operator Services
 <u>Available</u> to presubscribed customers
 <u>x</u> Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.
 <u>x</u> Available to inmates

Services included are:

X Station assistance

X Person to Person assistance

_____ Directory assistance

X Operator verify and interrupt

____ Conference Calling

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

Dial O

22. ___ Other:

** APPLICANT ACKNOWLEDGEMENT STATEMENT **

- REGULATORY ASSESSMENT FEE: I under stand that all telephone companies must pay a regulatory assessment fee in the amount of <u>.15 of one percent</u> 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.
- 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.
- SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- 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 interexchange 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, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:

Anthony Vacco

<u>|- 18-97</u> Date

Executie VP Title

811.483-4010 Telephone No.

** APPENDIX A **

| | CERTIFICAT | E TRA | NSFER S | STAT | EMENT | | |
|---------|------------------------|-------|---------|------|--------|--------|-----------|
| | | NA | Does 1 | not | apply | | |
| | I, (TYPE NAME) | | | | | | , |
| (TITLE) | | | | | of (N | AME OF | COMPANY) |
| | | | | | | _, an | d current |
| holder | of certificate number | | | | , 1 | have r | eviewed |
| this ap | plication and join in | the p | petitio | ner' | s requ | est fo | ra |
| transfe | r of the above-mention | ned c | ertific | ate. | | | |

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

** 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):

- (X) 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:

Executive

Signature

1-18-97 Date

817-483-4010 Telephone No.

NOTE: We are an OSP. We use other companies facilities.

** APPENDIX C **

INTRASTATE NETWORK

- POP: Addresses where located, and indicate if owned or leased.
 - 1) 2)
 - 3) 4)
- SWITCHES: Address where located, by type of switch, and indicate if owned or leased.
 - 1) 2)
 - 3) 4)
- TRANSMISSION FACILITIES: Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.
 - 1) POP-to-POP TYPE OWNERSHIP
 - 2)
- ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

 TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

NA

- 6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
 - a) What services have been provided and when did these services begin?
 - b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

Signature

Executive VP. Title 817-483-4010 Telephone No.

** APPENDIX D **

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate. We will be serving the whole state of Florida. X

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

| Area | with These Exchanges |
|---------------|---|
| PENSACOLA: | Cantonment, Gulf Breeze Pace,Milton Holley-Navarre. |
| PANAMA CITY: | Lynn Haven, Panama City Beach, |
| | Youngstown-Fountain and Tyndal AFB. |
| TALLAHASSEE: | Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks. |
| JACKSONVILLE: | Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington. |
| GAINESVILLE: | Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo. |
| OCALA: | Belleview, Citra, Dunnellon, |

** FLORIDA EAS FOR MAJOR EXCHANGES **

-15-

Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Spring , Salt Springs and Silver Sprinc . Shores.

DAYTONA BEACH:

TAMPA:

Central None Plant City East North Zephyrhills South Palmetto West Clearwater

New Smyrna Beach.

St. Petersburg, Tampa-West and CLEARWATER: Tarpon Springs.

ST. PETERSBURG: Clearwater.

LAKELAND:

ORLANDO:

Bartow, Mulberry, Plant City, Polk City and Winter Haven.

Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde.

Cocoa and Cocoa Beach. TITUSVILLE:

Cocoa Beach. Eau Gallie, COCOA: Melbourne and Titusville.

Cocoa, Cocoa Beach, Eau Gallie MELBOURNE: and Sebastian.

Bradenton, Myakka and Venice. SARASOTA:

Cape Coral, Ft. Myers Beach, North Cape FT. MYERS: Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.

Marco Island and North Naples. NAPLES:

WEST PALM BEACH:

Boynton Beach and Jupiter.

Boca Raton, Coral Springs, Deerfield Beach and Ft. POMPANO BEACH: Lauderdal . Coral Springs, Deerfield Beach, Hollywood and Pompano Beach. FT. LAUDERDALE: Ft. Lauderdale and North Dade.

HOLLYWOOD:

NORTH DADE:

HIAMI:

Hollywood, Miami and Perrine.

Homestead, North Dade and Perrine

** APPENDIX E **

** GLOSSARY **

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

FORM PSC/CMU 31 (3/96) Required by Commission Rule Nos. 25-24.471 and 25-24.473.

-18-

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/a cess tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

- Feature Group B: Trunk side connections without equal digit or code dialing.
 Feature Group C: Trunk side connections presently serving AT&T-C.
- Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tarifis of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or par / line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

ATTACHMENTS:

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

FORM PSC/CMU 31 (3/96) Required by Commission Rule Nos. 25-24.471 and 25-24.473.

KTNT COMMUNICATIONS, INC. STATEMENT OF STOCKHOLDER'S EQUITY AND RETAINED EARNINGS FOR YEAR ENDED DECEMBER 31, 1996

| Capital Stock 12/31/95 | \$1,000 |
|------------------------------|-----------|
| Retained Ermings 12/31/95 | \$117,000 |
| Earnings for 1996 | \$29,000 |
| Total Retained Earnings 1996 | \$146,000 |
| Total Capital 12/31/96 | \$147,000 |

I affirm that this financial statement is true and correct.

mors us Douglas M. Simmons, CEO and CFO

KTNT COMMUNICATIONS, INC. BALANCE SHEET AT DECEMBER 31, 1996

ASSETS

| Cash | \$7,000 |
|----------------------|-----------|
| Accounts Receivables | \$180,000 |
| Total Assets | \$187,000 |

LIABILITIES AND CAPITAL

| Accounts Payable-Trade | \$31,000 |
|-------------------------------|-----------|
| Federal Income Taxes | \$9,000 |
| Capital | \$1,000 |
| Retained Earnings | \$146,000 |
| Total Liabilities and Capital | \$187,000 |

I affirm that this financial statement is true and correct.

Douglas M. Simmons, CEO AND CFO

KTNT COMMUNICATIONS INC. INCOME STATEMENT FOR YEAR ENDED DECEMBER 31, 1996

| Revenue | \$892,000 |
|---|-----------|
| Expenses | |
| Interexchange Carrier charges | \$72,000 |
| LEC Charges | \$121,000 |
| Operator service charges | \$184,000 |
| General administration, consulting, payroll | \$477,000 |
| Total | \$854,000 |
| Net Income | \$38,000 |
| Federal Income Taxes | \$9,000 |
| Net income after taxes | \$29,000 |

I affirm that this financial statement is true and correct.

Doughos II - Summons Douglas M. Simmons CEO and CFO

1

Original Sheet 1

TITLE SHEET FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by KTNT Communications, Inc., with principal offices at 621 Ruth Drive, Kennedale, Texas 76060. 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:

EFFECTIVE:

Original Sheet 2

CHECK SHEET

Sheets of this tariff, as listed below, are effective is of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below compromise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| SHEET | REVISION |
|---|----------|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 1 2 3 4 5 6 7 8 9 | Original |
| 5 | Original |
| 6 | Original |
| 7 | Original |
| 8 | Original |
| 9 | Original |
| 10 | Original |
| 11 | Original |
| 12 | Original |
| 13 | Original |
| 14 | Original |
| 15 | Original |
| 16 | Original |
| 17 | Original |
| 18 | Original |
| 19 | Original |
| 20 | Original |
| 21 | Original |
| 22 | Original |
| 23 | Original |
| 24 | Original |
| 25 | Original |
| 26 | Original |
| 27 | Original |
| 28 | Original |
| 29 | Original |

ISSUED:

EFFECTIVE:

Original Sheet 3

TABLE OF CONTENTS

| Sheet | Number |
|----------------------------|--------------|
| ALC: N. A. COMPANY, MARKED | 1 - Garrison |

| Title | Page | | | | | | | • | | | ÷ | | 23 | ¥. | | | | • | • | | æ | × | | | • | | | 1 |
|--------|------|---|-----|-----|-----|-----|----|----|----|----|-----|-----|-----|-----|-----|----|----|-----|---|------------|-----|---|----|-----|---|----|---|----|
| Check | Sher | t | | • | • | | • | • | | ÷ | • | | ÷ | • | • | ÷ | • | • | • | • | | 2 | s, | 5¥6 | ÷ | ÷. | | 2 |
| Table | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sectio | on 1 | - | Тес | chr | nic | al | Т | er | ms | ę | ano | i J | łbł | ore | ev: | ia | ti | on: | 3 | <u>.</u> * | 202 | 5 | × | 199 | * | 2 | | 7 |
| Sectio | on 2 | - | Ru. | les | 3 8 | ind | R | eg | u1 | at | :10 | ons | 9 | × | | | | | • | × | • | × | × | • | • | | ÷ | 16 |
| Sectio | on 3 | - | De: | sci | iŗ |):i | on | 0 | f | Se | er | vi | ce | ÷ | • | ÷ | • | • | ٠ | | • | 5 | 4 | | ÷ | 4 | | 21 |
| Sectio | on 4 | - | Rat | tes | 3 | | • | | | | | | | × | | ĸ | | | | | • | | a. | | | | • | 26 |

ISSUED:

EFFECTIVE:

Original Sheet 4

SYMBOLS

The following are the only symbols used for the urposes indicated below:

- D Delete or Discontinue
- I Change Resulting In An Increase To a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text or Regulation But No Change In Rate Or Charge

ISSUED:

EFFECTIVE:

Original Sheet 5

TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the pper 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 sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current sheet revision on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(1). 2.1.1.A.1.(a).I.(1). 2.1.1.A.1.(a).I.(1).(1).

D. Check Sheets - When a tariff filing is made with the FPSC, 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 pages 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 page if these are the only changes made to it (i.e., the format, etc.

ISSUED:

EFFECTIVE:

Original Sheet 6

TARIFF FORMAT (cont.)

remains the same, just revised revision levels on same pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

ISSUED:

EFFECTIVE:

Original Sheet 7

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Calling Card - A card assigned by local t lephone companies which enables end users to bill telephone calls to their telephone company account.

Collect Call - A payment arrangement whereby the called station accepts billing for the call placed over KTNT Communications, Inc.

Company - Unless otherwise indicated, KTNT Communications, Inc., hereinafter referred to as "KTNT".

Customer - Denotes any individual, partnership, associate, joint stock company, trust corporation, governmental agency, or any other entity who subscribes to the services subsequently offered in this tariff.

Customer Calling Card - The payment arrangement which enables the end user to bill calls to an authorized calling card.

End User - An individual who places and/or accepts calls placed over KTNT's services. The end user may or may not be directly responsible for billing of calls, depending upon the payment method selected by the end user.

Local Exchange Carrier - A company which furnishes exchange telephone service.

Operator Assistance Charge - A fee which may be applied to calls which require the assistance of a KTNT Communications, Inc. operator. This charge may vary depending upon the payment method selected by the end user.

Operator Station - A service arrangement, other than person-toperson, which requires the assistance of a KTNT Communications, Inc. operator to complete the call.

Originating Number Billing - A payment arrangement which cllows the end user to bill a call to the calling telephone number.

ISSUED:

EFFECTIVE:

Original Sheet 8

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Payment Method - The manner in which the end iser designates as the means of billing subsequent payment for ca. s placed over KTNT'S service.

Person-to-person - A service arrangement where the end user specifies to the KTNT Communications, Inc. operator a particular person, department, mobile station, extension, or office to be reached.

Premises - The space designated by a customer at its place of business or residence for originating provision of KTNT Communications, Inc. service, whether for its own communications needs or for the use of its patrons, guests, or employees. In the case of the non-profit sharing group, this term includes space at each sharer's place or places of business, as well as the customer's place of business.

Special Promotional Offering - Special discounts or modifications of KTNT's regular service. The Company may, from time to time, offer to its customers such an offering for a particular service. Such offerings may be limited to ceratin dates, times, and locations.

Station - Any location from which long distance calls may be placed or received.

Third Party Billing - A payment arrangement which allows the end user to assign billing to a telephone number which is different from the calling or called telephone number.

Day - From 8:00 a.m. up to but not including 5:00 p.m., local time Monday through Friday.

Evening - From 5:00 p.m. up to but not including 11:00 p.m., local time Sunday through Friday.

Holidays - The company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas. Calls on holidays are rated at the evening rate unless a lower rate would normally apply.

ISSUED:

EFFECTIVE:

SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

Night/Weekend - From 11:00 p.m. up to but not in .uding 8:00 a.m., local time Sunday through Friday, and 8:00 a.m. up to but not including 5:00 p.m. local time Sunday, all day Saturday.

ISSUED:

EFFECTIVE:

2.1 Undertaking of KTNT Communications, Inc.

KTNT's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

KTNT Communications, Inc. installs, operates, and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It 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 the KTNT Communications, Inc. network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

KTNT Communications, inc. will provide services herein to both end users and customers on a nondiscriminatory basis.

2.2 Limitations

- Service is offered subject to the availability of facilities and the provisions of this tariff.
- KTNT Communications, Inc. reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this tariff.

ISSUED:

EFFECTIVE:

Original Sheet 11

SECTION 2 RULES AND REGULATIONS

- 2.2 Limitations (Cont.)
 - 3. All facilities provided unler this tariff are directly controlled by KTNT Communications, Inc. and the customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
 - 4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.3 Terms and Conditions
 - KTNT Communications, Inc. requires its customers to agree to abide at all times by the requirements of Order Numbers 20489 and 22243, and all rules of the Florida Public Service Commission promulgated thereunder. Specifically, customers must abide by the following:
 - 1.A. telephones presubscribed to KTNT Communications, Inc. shall permit end users to access other carriers by means of "800" or "950" access numbers and access codes;
 - 1.B. all required consumer information concerning operator services shall be posted on or near the telephone;

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.3 Terms and Conditions (Cont.)

- 2. If KTNT Communications, Inc. has reason to believe that customer is in violation of the unblocking requirement of Section 2.3.1.A. above, KTNT Communications, Inc. shall withhold payment of compensation to customer, including commissions, for any location where such unlawful blocking is occurring until such time as the customer complies with Section 2.3.1.A.
- 3. There shall be no end user charge for unanswered calls. Upon receiving adequate notice of billing from an end user for any such call, KTNT Communications, Inc. will issue a credit to the end user in an amount equal to the charge for the call.

2.4 Liability

1. The liability of KTNT Communications, Inc. for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the customer or of KTNT Communications, Inc. in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission occurs.

ISSUED:

EFFECTIVE:

2.4 Liability (Cont.)

- 2. KTNT Communications, Inc. shall be indemnified and held harmless by the customer against claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over KTNT Communications, Inc. channels, and patent infringement claims arising from combining or connecting KTNT Communications, Inc. furnished channels with apparatus and system of the customer, and all other claims arising out of any act or omission of the customer in connection with any service provided by KTNT.
- KTNT Communications, Inc. is not liable for any act or omission of any other company or companies furnishing a portion or portlonm of this service.
- KTNT Communications, Inc. does not guarantee or 4. make any warranty with respect to any equipment provided by it where such equipment issued in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise The customer unsuitable for such equipment. indemnifies and holds KTNT Communications, Inc. harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of property whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by maintenance, removal, presence, condition, location or use of such equipment so used.

ISSUED:

EFFECTIVE:

Original Sheet 14

SECTION 2 - RULES AND REGULATIONS

2.4 Liability (Cont.)

- 5. The customer indemnifis and holds KTNT Communications, Inc. harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location or use as is not the direct result of KTNT's negligence.
- KTNT Communications, Inc. is not liable for any 6. defacement of, or damage to, the premises of a customer resulting from the furnishing of services of the attachment of instruments, apparatus, and associated wiring furnished by KTNT Communications, Inc. on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of KTNT's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of KTNT written Inc. without Communications, authorization.
- 7. The customer is responsible for taking all necessary steps for interconnecting his customer-provided terminal equipment or communications systems with KTNT Communications, Inc. facilities or services. He shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

ISSUED:

EFFECTIVE:

2.4 Liability (Cont.)

The customer shall ensure that his equipment 8. and/or system is properly interfaced with KTNT Communications, Inc. facilities or services, that the signals emitted into KTNT's network are of the proper mode, bandwidth, power, and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to the other customers. If the Federal Communications Commission OF some other appropriate certifying body certifies terminal equipment as being technically acceptable for connection with electrical direct, communications service, KTNT Communications, Inc. will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain his equipment and/or system properly, with resulting imminent harm to KTNT Communications, Inc. equipment, personnel, or quality of service to other customers, KTNT Communications, Inc. may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, KTNT Communications, Inc. may, upon written notice, terminate the customer's service.

ISSUED:

EFFECTIVE:

Original Sheet 16

SECTION 2 - RULES AND REGULATIONS

2.5 Interruption of Service

- Credit allowance for the interrupt on of service 1. 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 2.4.1 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 wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- For purposes of credit computation, every month shall be considered to have 720 hours.
- No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 4. 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: Credit = <u>A</u> X B

"A" - outage time in hours
"B" - total monthly charge for affected
facility

ISSUED:

EFFECTIVE:

Original Sheet 17

SECTION 2 - RULES AND REGULATIONS

2.6 Use of Service

- Service furnished by KTNr Communications, Inc. 1. may be arranged for the use of hotel or motel quests, pay phone users, patrons of businesses and retail establishments, or travelers. Service may also be provided to the Customer for his/her own use. Payment for KTNT's service in such instances is the ultimate responsibility of the end user or called party. For direct dial services, payment is the responsibility of the Customer and the Customer is billed montaly for all use of the service. For operator assisted services, payment arrangements are mutually agreed upon by KTNT Communications, Inc. and the end user prior to the completion of a telephone call. Payment options are set forth in Section 2.7.2 of this tariff.
- 2. KTNT Communications, Inc. reserves the right to validate the credit worthiness of the end user through appropriate verification procedures. Where a requested billing method cannot be validated, the end user may be required to provide an acceptable alternative billing method or KTNT Communications, Inc. may refuse to complete the call, excluding calls placed to emergency telephone numbers or calls of such urgent nature.
- Service furnished by KTNT Communications, Inc. shall not be used for any unlawful purpose.
- 2.7 Payment Arrangements
 - A charge for operator assistance and/or payment method, as defined herein, may be applied to an end user's invoice for services rendered.

ISSUED:

EFFECTIVE:

- 2.7 Payment Arrangements (Cont.)
 - The following payment options a + available to end users of KTNT's service:
 - A. Collect Calls This option allows a call to be billed to the called number, provided that someone at the called station accepts responsibility for payment of charges. Collect calls may not be accepted at a pay telephone.
 - B. Calling Card Calls This option enables an end user to charge a call to a valid telephone company calling card.
 - C. Third Number Billing This option allows a call to be billed to a telephone number identified with a station other than the calling or called telephone number, provided that the third party number is not restricted from receiving such charges.
 - D. Originating Number Billing This option allows the end user to bill a call to the calling telephone number. End user accepts responsibility for payment of charges. Originating Number Billing may not be accepted from pay telephones and other restricted telephone numbers. All direct dial calls are billed to the originating line.

ISSUED:

EFFECTIVE:

- 2.7 Payment Arrangements (Cont.)
 - Miscellaneous
 - A. Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. A customer is in default unless payment is made on or before thirty days past the due date.
 - B. A late payment charge of one and one-half percent (1.5%) per monthly billing period may be applied to all past due amounts, including arrears and unpaid late payment charges.
 - C. The Company reserves the right to assess a return-check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company for insufficient funds.
 - D. Deposits of an amount equal to one month's estimated charges may be collected from customers or potential customers whose credit or payment history is unsatisfactory or unknown to the Company. Deposits will be collected and maintained in accordance with the rules of the Commission.
 - E. In the event that the Company incurs fees or expenses, including attorney's fees, collection, or attempting to collect, any charges owed to the Company, the Company may charge the customer all such fees and expenses reasonably incurred.

ISSUED:

EFFECTIVE:

2.8 Miscellaneous

1. 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 and any rules and regulations of the FPSC.

2. Advance Payment

The Company does not require an advance payment.

Taxes

All state and local taxes are listed as separate line items and are not included in the quoted rate.

4. Billing Agent

The Company may use the services of a billing agent to bill the end user. The billing agent holds billing and collection agreements with various local exchange carriers which enable the billing agent to bill calls on behalf of the Company. Taxes referenced above in 2.8.3 are collected and remitted to the appropriate taxing authority on behalf of the Company by the billing agent. The Company's current billing agent is Zero Plus Dialing, Inc.

| Τ | Ċ | C | τt | Ē | D | |
|---|---|---|----|----|---|--|
| * | 5 | 5 | U | 6. | v | |

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General Description

 Services offered consist of the furnishing, for the use of customers and end users, of facilities or services for the transmission of intrastate communications between subscriber sites and Florida locations. The services provided enable hospitals, hotels, motels, pay telephone owners, businesses, and other traffic aggregators to offer operator assisted services to patrons, employees, and guests. The Company also offers services directly to customers for their own use. Payment of usage charges are the responsibility of the end user or called party.

KTNT Communications, Inc. will also participate in Southern Bell's Operator Transfer Service. This service will permit access to KTNT from customers that dial 0-. These calls initially are directed to the Bell South operator, who, upon request, will transfer the call to KTNT.

 Communications services are offered to subscribers on a full time monthly basis. The service enables guests, patrons, employees and other authorized users to place long distance calls from the customer's premise to other locations throughout Florida.

ISSUED:

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

- 3.1 General Description (Cont.)
 - 3. All communications over KTNT's facilities are intercepted by KTNT Communications, Inc. operator, either automated or live, who obtains and validates the caller's billing preference prior to the completion of the call. All calls are billed in one minute increments. Call durations that are less than on minute in duration and call durations that include a fractional minute will be rounded up to the next highest minute for billing purposes. The perminute usage charge is determined according to the distance from the point of origination to the point of termination of the call, an calculated in accordance Bell Communications Research in their NPA-NXX V & H Coordinatos Tapeand Boll's NECA Tariff No. 4.

Formula:

/ <u>(V1-V2 + (H1-H2)</u> 2 10

3.2 Timing of Calls

- Charges to end users for services described in this tariff begin at the following times;
 - A. for direct dial, calling card, third party billed, originating number billed and operator station-to-station calls' when the receiving party answers the call;
 - B. for collect calls when the receiving party authorizes billing for the call;
 - C. for person-to-person calls, when the requested receiving party answers the call.

ISSUED:

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

- Charges to end users for service described in this tariff end when either party hangs-up the call.
- 3.3 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 99% during peak use periods for all FGD services.

3.4 Special Promotional Offerings

From time to time, KTNT Communications, Inc. may offer its customers or end users special discounts or service modifications. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances will a promotion offering run for longer than 90 days in any 12 month period.

3.5 Service Origination Points

KTNT Communications, Inc. provides services described in this tariff from all Southern Bell exchanges in Florida.

ISSUED:

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

3.6 Service Offerings

3.6.1 Flat Out

Flat Out is a switched telecommunications service which allows customers to make "1+" direct dialed long distance calls. Customers access the service via local exchange company-provided Feature Group D switched access circuits. For billing purposes, call timing is rounded up to the nearest full minute increment. A monthly service fee applies.

3.6.2 Flat In

Flat In is an in-bound 'toll free' 800 service. KTNT's Customer is billed for each 800 call, rather than the call originator. Calls terminate to the Customer over local exchange Company provided switched access circuits. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds. a monthly service fee and set-up fee apply.

ISSUED:

ISSUED BY:

Dennis Dees President KTNT Communications, Inc. DBA: I Don't Care DBA: It Doesn't Matter 621 Ruth Dr. Kennedale, TX 76060

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

3.6 Service Offerings (Cont.)

3.6.3 Flat Out Go

Flat Out Go allows customers to use KINT's service while away from their home or office. access code, must dial an Customers destination identification number and the telephone number. This service is available only to those Customers subscribing to the Company's Flat Out Go direct dial product. For biling purposes, call timing is rounded up to the nearest full minute increment. Customers may choose one of the rate options listed below. In the even that an operator is used to complete the travel card call (i.e. by dialing "00" after the access code or by default when the identification number or destination telephone number is not dialed by the customer), an operator service charge applies in addition to all other applicable charges. A monthly service fee applies.

3.6.4 Directory Assistance

Directory Assistance is available to the KTNT's customers. A Directory Assistance charge does apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call whether or not the Directory Assistance is able to furnish the requested telephone number.

ISSUED:

EFFECTIVE:

SECTION 4 - RATES

4.1 Rates

This section sets forth the rates and charges applicable to the services described in this tariff.

- The rates set forth in this section are applicable to all intrastate calls originating and terminating within Florida. Charges may be billed to a valid local telephone number or calling card. Definitions of the types of charges that appear on the following Rate Taile are as follows:
- Per Minute Charges

This charge represents the charges per minute billed to end users for the actual time of the call. Determination of commencement and termination of billed time is found in Section 3.2 of this tariff.

Service Charges

Otherwise known as operator assistance charges, these are fixed charges assessed on each call based upon the billing method selected by the end user.

Surcharges

This is a fixed charge assessed on each call in addition to any service charge levied. Surcharges apply only to non-LEC pay telephone originated calls.

6. Hearing Impaired Charges

There will be no charge for directory assistance provided to the hearing impaired.

ISSUED:

EFFECTIVE:

KTNT COMMUNICATIONS, INC. Original Sheet 27

SECTION 4 - RATES (CONT.)

4.1 Rates (Cont.)

7. Per Minute Charges

A. All Calls

| DAY | | EVENIN | a | N1GHT/WIOND | | | |
|------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--|
| RATE MILEAGE | INITIAL PERIOD | EACH ADD'L FERIOD | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL FERIOD | EACH ADD'L FERIOD | |
| 1-10 11-22 23-55 | .3.2000 \$0.2200 \$0.2500 | \$0.2000 \$0.2200 \$0.2500 | \$0.1500 \$0.1700 \$0.1900 | \$0.1500 \$0.1700 \$0.1900 | \$0.1200 \$0.1300 \$0.1400 | \$0.1200 \$0.1300 \$0.1400 | |
| 56-124 125-292 293-430 | \$0.2700 \$0.2800 \$0.2800 | \$0.2700 \$0.2800 \$0.2800 | \$0.1900 \$0.1900 \$0.2000 | \$0.1900 \$0.1900 \$0.2000 | \$0,1500 \$0,1600 \$0,1600 | \$0.1500 \$0.1600 \$0.1600 | |
| 431-624 | \$0.2800 | \$0.2800 | \$0.2100 | \$0.2100 | \$0.1600 | \$0.1600 | |

*Rates are in Dollars per Minute.

| DAY: EVENING: | <pre>8AM - 5PM**, Monday through Friday 5PM - 11PM**, Sunday through Friday</pre> |
|------------------|---|
| NIGHT/WKND; | 11PM - 8AM**, Monday through Friday, All Day Sat. |
| | 12AM - 5PM**, Sunday 11PM - 12AM**, Sunday |
| | **To, but not including. |

ISSUED:

EFFECTIVE:

KTNT COMMUNICATIONS, INC. Original Sheet 28

SECTION 4 - RATES (CONT.)

8. Service Charges

| Customer Dialed Calling Card Station Customer Dialed Operator Must Assist | \$1.00 (N) \$1.00 (N) |
|---|--|
| Operator Dialed Calling Card Station | \$1.75 (N) |
| Operator Station Collect Billed to Third Party Sent Paid-Non Coin | \$1.75 (N) \$1.75 (N) \$1.75 (N) |
| Person to Person | \$3.25 (N) |
| Operator Dialed Surcharge | \$1.15 (N) |

| | 9. Directory Assistance | | |
|-----------|-------------------------|-----|----|
| Directory | Assistance | \$. | 85 |
| | 10. Surcharge | | |
| Non-LEC p | ay telephones | \$. | 25 |

| ISSUED: | EFFECTIVE: |
|------------|--|
| ISSUED BY: | Dennis Dees President KTNT Cormunications, Inc. DBA: I Don't Care DBA: It Doesn't Matter 621 Ruth Dr. Kennedale, TX 76060 |

Original Sheet 29

SECTION 4 -RATES (CONT.)

11. Flat Out

DAY EVENING NIGHT/WKND

Per Minute Rate: \$0.2200 \$0.1600 \$0.1200 Monthly service fee: \$5.00

12. Flat In

Monthly service fee: \$5.00 per 800 number One-time set-up fee: \$15.00 per 800 number

DAY EVENING NIGHT/WKND

Per Minute Rate: \$0.1600 \$0.1350 \$\$0.1350

13. Flat Out Go

DAY EVENING NIGHT/WKND Per Minute Rate: \$0.3100 \$0.2200 \$0.1900 Per Call Charge: \$0.00 Monthly service fee: \$5.00 Operator Service Charge (if applicable):\$0.70

ISSUED:

EFFECTIVE:

Original Sheet 1

DEPOSIT TREAS. NEC. DATE

FLORIDA TELECOMMUNICATIONS PARTE 4144 ... JAN 24 97

Cort

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by KTNT Communications, Inc., with principal offices at 621 Ruth Drive, Kennedale, Texas 76060. 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.

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

Initials of person who forwarded check:

A.4

ŝ

6100000 6100000 BARNETT BANK OF TALLAHASSEE FOR DEPOSIT ONLY PUBLIC SERVICE COMMISSION #6100000 FLORIDA STATE TREASURY CONCENTRATION ACCOUNT #1000004444 6100000 6100000

ISSUED:

EFFECTIVE:

V.

Original Sheet 2

CHECK SHEET

Sheets of this tariff, as listed below, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below compromise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| SHEET | REVISION |
|---|----------|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 5 | Original |
| 1 2 3 4 5 6 7 8 9 | Original |
| 7 | Original |
| 8 | Original |
| 9 | Original |
| 10 | Original |
| 11 | Original |
| 12 | Original |
| 13 | Original |
| 14 | Original |
| 15 | Original |
| 16 | Original |
| 17 | Original |
| 18 | Original |
| 19 | Original |
| 20 | Original |
| 21 | Original |
| 22 | Original |
| 23 | Original |
| 24 | Original |
| 25 | Original |
| 26 | Original |
| 27 | Original |
| 28 | Original |
| 29 | Original |
| | |

ISSUED:

EFFECTIVE:

1.

Original Sheet 3

TABLE OF CONTENTS

| | | | | | | | | | | | | | | | | | | | | | | Sileet | | | Numi | | ber | |
|--------|------|----|-----|-----|-----|----|----|----|----|-----|-----|-----|-----|----|----|----|-----|---|----|---|---|--------|---|---|------|----|-----|--|
| Title | Page | э. | • | | • • | | | | | • | • | • | • | • | | • | • | • | • | • | 4 | | ÷ | | ÷ | × | 1 | |
| Check | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Table | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sectio | on 1 | - | Тес | chn | ica | 11 | Te | rm | s | and | d i | Abl | ore | ev | ia | ti | ons | 5 | •3 | | • | • | | • | ÷ | × | 7 | |
| Sectio | on 2 | - | Ru. | les | ar | nd | Re | gu | la | ti | on | S | • | • | | | • | • | • | | • | ÷ | × | • | ÷ | зř | 10 | |
| Sectio | on 3 | - | De | scr | ipt | io | n | of | S | er | vi | ce | | | | • | | • | • | | • | | • | ٠ | • | | 21 | |
| Sectio | on 4 | - | Rat | tes | 6 | | | | | | | | | | | | | • | | | • | • | | • | • | 3 | 26 | |

ISSUED:

EFFECTIVE:

Original Sheet 4

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D Delete or Discontinue
- I Change Resulting In An Increase To a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text or Regulation But No Change In Rate Or Charge

ISSUED:

EFFECTIVE:

Ø.

Original Sheet 5

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 sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current sheet revision on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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. (a). 2.1.1.A.1. (a).I. 2.1.1.A.1. (a).I. (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 FPSC, 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 pages 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 page if these are the only changes made to it (i.e., the format, etc.

ISSUED:

EFFECTIVE:

TARIFF FORMAT (cont.)

remains the same, just revised revision levels on same pages). The tariff user should refer to the 1 test check sheet to find out if a particular sheet is the most current on file with the FPSC.

ISSUED:

EFFECTIVE:

 \mathcal{D}

Original Sheet 7

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Calling Card - A card assigned by local telephone companies which enables end users to bill telephone calls to heir telephone company account.

Collect Call - A payment arrangement whereby the called station accepts billing for the call placed over KTNT Communications, Inc.

Company - Unless otherwise indicated, KTNT Communications, Inc., hereinafter referred to as "KTNT".

Customer - Denotes any individual, partnership, associate, joint stock company, trust corporation, governmental agency, or any other entity who subscribes to the services subsequently offered in this tariff.

Customer Calling Card - The payment arrangement which enables the end user to bill calls to an authorized calling card.

End User - An individual who places and/or accepts calls placed over KTNT's services. The end user may or may not be directly responsible for billing of calls, depending upon the payment method selected by the end user.

Local Exchange Carrier - A company which furnishes exchange telephone service.

Operator Assistance Charge - A fee which may be applied to calls which require the assistance of a KTNT Communications, Inc. operator. This charge may vary depending upon the payment method selected by the end user.

Operator Station - A service arrangement, other than person-toperson, which requires the assistance of a KTNT Communications, Inc. operator to complete the call.

Originating Number Billing - A payment arrangement which allows the end user to bill a call to the calling telephone number.

ISSUED:

EFFECTIVE:

Original Sheet 8

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Payment Method - The manner in which the end user lesignates as the means of billing subsequent payment for calls p aced over KTNT'S service.

Person-to-person - A service arrangement where the end user specifies to the KTNT Communications, Inc. operator a particular person, department, mobile station, extension, or office to be reached.

Premises - The space designated by a customer at its place of business or residence for originating provision of KTNT Communications, Inc. service, whether for its own communications needs or for the use of its patrons, guests, or employees. In the case of the non-profit sharing group, this term includes space at each sharer's place or places of business, as well as the customer's place of business.

Special Promotional Offering - Special discounts or modifications of KTNT's regular service. The Company may, from time to time, offer to its customers such an offering for a particular service. Such offerings may be limited to ceratin dates, times, and locations.

Station - Any location from which long distance calls may be placed or received.

Third Party Billing - A payment arrangement which allows the end user to assign billing to a telephone number which is different from the calling or called telephone number.

Day - From 8:00 a.m. up to but not including 5:00 p.m., local time Monday through Friday.

Evening - From 5:00 p.m. up to but not including 11:00 p.m., local time Sunday through Friday.

Holidays - The company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas. Calls on holidays are rated at the evening rate unless a lower rate would normally apply.

ISSUED:

EFFECTIVE:

Ρ.

Original Sheet 9

SECTION 1 TECHNICAL TERMS AND ABBREVIA IONS (Cont.)

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m., local time Sunday through Friday, and 8:00 a.m. up to but not including 5:00 p.m. local time Sunday, all day Saturday.

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of KTNT Communications, Inc.

KTNT's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

KTNT Communications, Inc. installs, operates, and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It 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 the KTNT Communications, Inc. network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

KTNT Communications, Inc. will provide services herein to both end users and customers on a nondiscriminatory basis.

2.2 Limitations

- Service is offered subject to the availability of facilities and the provisions of this tariff.
- KTNT Communications, Inc. reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this tariff.

ISSUPD:

EFFECTIVE:

Original Sheet 11

SECTION 2 RULES AND REGULATIONS

- 2.2 Limitations (Cont.)
 - 3. All facilities provided under this tariff are directly controlled by KTNT Communications, Inc. and the customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
 - 4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.3 Terms and Conditions
 - KTNT Communications, Inc. requires its customers to agree to abide at all times by the requirements of Order Numbers 20489 and 22243, and all rules of the Florida Public Service Commission promulgated thereunder. Specifically, customers must abide by the following:
 - 1.A. telephones presubscribed to KTNT Communications, Inc. shall permit end users to access other carriers by means of "800" or "950" access numbers and access codes;
 - B. all required consumer information concerning operator services shall be posted on or near the telephone;

ISSUED:

EFFECTIVE:

F

SECTION 2 - RULES AND REGULATIONS

2.3 Terms and Conditions (Cont.)

- 2. If KTNT Communications, Inc. has reason to believe that customer is in violation of the unblocking requirement of Section 2.3.1.A. above, KTNT Communications, Inc. shall withhold payment of compensation to customer, including commissions, for any location where such unlawful blocking is occurring until such time as the customer complies with Section 2.3.1.A.
- 3. There shall be no end user charge for unanswered calls. Upon receiving adequate notice of billing from an end user for any such call, KTNT Communications, Inc. will issue a credit to the end user in an amount equal to the charge for the call.

2.4 Liability

The liability of KTNT Communications, Inc. for 1. damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the customer or of KTNT Communications, Inc. in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission occurs.

ISSUED:

EFFECTIVE:

2.4 Liability (Cont.)

- KTNT Communications, Inc. shall be indemnified 2. and held harmless by the customer against claims for libel, slander, or infringement of copyright arising out of the material, data, information, content transmitted over KTNT other or channels, and patent Inc. Communications, infringement claims arising from combining or connecting KTNT Communications, Inc. furnished channels with apparatus and system of the customer, and all other claims arising out of act or omission of the customer in anv connection with any service provided by KTNT.
- KTNT Communications, Inc. is not liable for any act or omission of any other company or companies furnishing a portion or portions of this service.
- KTNT Communications, Inc. does not guarantee or 4. make any warranty with respect to any equipment provided by it where such equipment issued in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and holds KTNT Communications, Inc. harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of property whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by maintenance, removal, presence, condition, location or use of such equipment so used.

ISSUED:

EFFECTIVE:

2.4 Liability (Cont.)

- 5. The customer indemnifies and holds KTNT Communications, Inc. harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location or use as is not the direct result of KTNT's negligence.
- KTNT Communications, Inc. is not liable for any 6. defacement of, or damage to, the premises of a customer resulting from the furnishing of services of the attachment of instruments, apparatus, and associated wiring furnished by KTNT Communications, Inc. on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of KTNT's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of KTNT written without Communications, Inc. authorization.
- 7. The customer is responsible for taking all necessary steps for interconnecting his customer-provided terminal equipment or communications systems with KTNT Communications, Inc. facilities or services. He shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

ISSUED:

EFFECTIVE:

2.4 Liability (Cont.)

The customer shall ensure that his equipment 8. and/or system is properly interfaced with KTNT Communications, Inc. facilities or services, that the signals emitted into KTNT's network are of the proper mode, bandwidth, power, and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service If the tuderal to the other customers. other Communications Commission some or appropriate certifying body certifies terminal equipment as being technically acceptable for electrical connection with direct, communications service, KTNT Communications, Inc. will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain his equipment and/or system properly, KTNT resulting imminent harm to with Communications, Inc. equipment, personnel, or quality of service to other customers, KTNT Communications, Inc. may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and KTNT safety, Communications, Inc. may, upon written notice, terminate the customer's service.

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.5 Interruption of Service

- Credit allowance for the interruption of service 1. 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 2.4.1 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 wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.
- For purposes of credit computation, every month shall be considered to have 720 hours.
- No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 4. 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: Credit = \underline{A} X B 720

"A" - outage time in hours
"B" - total monthly charge for affected
facility

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.6 Use of Service

- Service furnished by KTNT Communications, Inc. 1. may be arranged for the use of hotel or motel guests, pay phone users, patrons of businesses and retail establishments, or travelers. Service may also be provided to the Customer for his/her own use. Payment for KTNT's service in such instances is the ultimate responsibility of the end user or called party. For direct dial services, payment is the responsibility of the Customer and the Customer is billed monthly Los all use of the service. For operator assisted services, payment arrangements are mutually agreed upon by KTNT Communications, Inc. and the end user prior to the completion of a telephone call. Payment options are set forth in Section 2.7.2 of this tariff.
- 2. KTNT Communications, Inc. reserves the right to validate the credit worthiness of the end user through appropriate verification procedures. Where a requested billing method cannot be validated, the end user may be required to provide an acceptable alternative billing method or KTNT Communications, Inc. may refuse to complete the call, excluding calls placed to emergency telephone numbers or calls of such urgent nature.
- Service furnished by KTNT Communications, Inc. shall not be used for any unlawful purpose.
- 2.7 Payment Arrangements
 - A charge for operator assistance and/or payment method, as defined herein, may be applied to an end user's invoice for services rendered.

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

- 2.7 Payment Arrangements (Cont.)
 - The following payment options are available to end users of KTNT's service:
 - A. Collect Calls This option allows a call to be billed to the called number, provided that someone at the called station accepts responsibility for payment of charges. Collect calls may not be accepted at a pay telephone.
 - B. Calling Card Calls This option enables an end user to charge a call to a valid telephone company calling card.
 - C. Third Number Billing This option allows a call to be billed to a telephone number identified with a station other than the calling or called telephone number, provided that the third party number is not restricted from receiving such charges.
 - D. Originating Number Billing This option allows the end user to bill a call to the calling telephone number. End user accepts responsibility for payment of charges. Originating Number Billing may not be accepted from pay telephones and other restricted telephone numbers. All direct dial calls are billed to the originating line.

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

- 2.7 Payment Arrangements (Cont)
 - Miscellaneous
 - A. Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. A customer is in default unless payment is made on or before thirty days past the due date.
 - B. A late payment charge of one and one-hall percent (1.5%) per monthly billing period may be applied to all past due amounts, including arrears and unpaid late payment charges.
 - C. The Company reserves the right to assess a return-check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company for insufficient funds.
 - D. Deposits of an amount equal to one month's estimated charges may be collected from customers or potential customers whose credit or payment history is unsatisfactory or unknown to the Company. Deposits will be collected and maintained in accordance with the rules of the Commission.
 - E. In the event that the Company incurs fees or expenses, including attorney's fees, collection, or attempting to collect, any charges owed to the Company, the Company may charge the customer all such fees and expenses reasonably incurred.

ISSUED:

EFFECTIVE:

2.8 Miscellaneous

1. 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 and any rules and regulations of the FPSC.

Advance Payment

The Company does not require an advance payment.

Taxes

All state and local taxes are listed as separate line items and are not included in the quoted rate.

Billing Agent

The Company may use the services of a billing agent to bill the end user. The billing agent holds billing and collection agreements with various local exchange carriers which enable the billing agent to bill calls on behalf of the Company. Taxes referenced above in 2.8.3 are collected and remitted to the appropriate taxing authority on behalf of the Company by the billing agent. The Company's current billing agent is Zero Plus Dialing, Inc.

ISSUED:

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General Description

 Services offered consist of the furnishing, for the use of customers and end users, of facilities or services for the transmission of intrastate communications between subscriber sites and Florida locations. The services provided enable hospitals, hotels, motels, pay telephone owners, businesses, and other traffic aggregators to offer operator assisted services to patrons, employees, and guests. The Company also offers services directly to customers for their own use. Payment of usage charges are the responsibility of the end user or called party.

> KTNT Communications, Inc. will also participate in Southern Bell's Operator Transfer Service. This service will permit access to KTNT from customers that dial 0-. These calls initially are directed to the Bell South operator, who, upon request, will transfer the call to KTNT.

 Communications services are offered to subscribers on a full time monthly basis. The service enables guests, patrons, employees and other authorized users to place long distance calls from the customer's premise to other locations throughout Florida.

ISSUED:

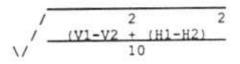
EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

3.1 General Description (Cont.)

All communications over K NT's facilities are 3. intercepted by KTNT Communications, Inc. operator, either automated or live, who obtains and validates the caller's billing preference prior to the completion of the call. All calls are billed in one minute increments. Call durations that are less than on minute in duration and call durations that include a fractional minute will be rounded up to the next highest minute for billing purposes. The per minute usage charge is determined according to the distance from the point of origination to the point of termination of the call, as calculated in accordance Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:



3.2 Timing of Calls

- Charges to end users for services described in this tariff begin at the following times;
 - A. for direct dial, calling card, third party billed, originating number billed and operator station-to-station calls' when the receiving party answers the call;
 - B. for collect calls when the receiving party authorizes billing for the call;
 - C. for person-to-person calls, when the requested receiving party answers the call.

ISSUED:

EFFECTIVE:

Original Sheet 23

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

- Charges to end users for servi es described in this tariff end when either party hangs-up the call.
- 3.3 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 99% during peak use periods for all FGD services.

3.4 Special Promotional Offerings

From time to time, KTNT Communications, Inc. may offer its customers or end users special discounts or service modifications. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances will a promotion offering run for longer than 90 days in any 12 month period.

3.5 Service Origination Points

KTNT Communications, Inc. provides services described in this tariff from all Southern Bell exchanges in Florida.

ISSUED:

EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

3.6 Service Offerings

3.6.1 Flat Out

Flat Out is a switched telecommunications service which allows customers to make "1+" direct dialed long distance calls. Customers access the service via local exchange company-provided Feature Group D switched access circuits. For billing purposes, call timing is rounded up to the nearest full minute increment. A monthly service fee applies.

3.6.2 Flat In

Flat In is an in-bound 'toll free' 800 service. KTNT's Customer is billed for each 800 call, rather than the call originator. Calls terminate to the Customer over local exchange Company provided switched access circuits. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds. a monthly service fee and set-up fee apply.

ISSUED:

EFFECTIVE:

ISSUED BY: De

Original Sheet 25

SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

3.6 Service Offerings (Cont.)

3.6.3 Flat Out Go

Flat Out Go allows customers to use KTNT's service while away from their home or office. code, access dial an Customers must identification number and the destination telephone number. This service is available only to those Customers subscribing to the Company's Flat Out Go direct dial product. For billing purposes, call timing is rounded up to the nearest full minute increment. Customers may choose one of the rate options listed below. In the even that an operator is used to complete the travel card call (i.e. by dialing "00" after the access code or by default when the identification number or destination telephone number is not dialed by the customer), an operator service charge applies in addition to all other applicable charges. A monthly service fee applies.

3.6.4 Directory Assistance

Directory Assistance is available to the KTNT's customers. A Directory Assistance charge does apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call whether or not the Directory Assistance is able to furnish the requested telephone number.

ISSUED:

EFFECTIVE:

SECTION 4 - RATES

4.1 Rates

This section sets forth the rates and charges applicable to the services described in this tariff.

- The rates set forth in this section are applicable to all intrastate calls originating and terminating within Florida. Charges may be billed to a valid local telephone number or calling card. Definitions of the types of charges that appear on the following Rate Table are as follows:
- 2. Per Minute Charges

This charge represents the charges per minute billed to end users for the actual time of the call. Determination of commencement and termination of billed time is found in Section 3.2 of this tariff.

Service Charges

Otherwise known as operator assistance charges, these are fixed charges assessed on each call based upon the billing method selected by the end user.

Surcharges

This is a fixed charge assessed on each call in addition to any service charge levied. Surcharges apply only to non-LEC pay telephone originated calls.

6. Hearing Impaired Charges

There will be no charge for directory assistance provided to the hearing impaired.

ISSUED:

EFFECTIVE:

SECTION 4 - RATES (CONT.)

4.1 Rates (Cont.)

7. Per Minute Charges

A. All Calls

| DAY | | EVENING | | NIGHT/WIGHD | | |
|------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| NATE HILEAGE | PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L FERIOD |
| 1-10 11-22 23-55 | \$0.2000 \$0.2200 \$0.2500 | \$0.2000 \$0.2200 \$0.2500 | \$0.1500 \$0.1700 \$0.1900 | \$0.1500 \$0.1700 \$0.1900 | \$0.1200 \$0.1300 \$0.1400 | \$0.1200 \$0.1300 \$0.1400 |
| 56-124 125-292 293-430 | \$0.2700 \$0.2800 \$0.2800 | \$0.2700 \$0.2800 \$0.2800 | \$0.1900 \$0.1900 \$0.2000 | \$0.1500 \$0.1900 \$0.2000 | \$0.1500 \$0.1600 \$0.1600 | \$0.1500 \$0.1600 \$0.1600 |
| 431-624 | \$0.2800 | \$0.2800 | \$0.2100 | \$0.2100 | \$0.1600 | \$0.1600 |

*Rates are in Dollars per Minute.

| DAY: | 8AM - | 5PM**, | Monday | through | Friday | | | |
|-------------|----------|--------|----------|---------|---------|-----|-----|------|
| EVENING: | | | | through | | | | |
| NIGHT/WKND: | 11PM - | 8AM**, | Monday | through | Friday, | A11 | Day | Sat. |
| | 12AM - | 5PM**, | Sunday | | | | | |
| | 11PM - 1 | 2AM**, | Sunday | | | | | |
| | **To, bu | t not | includin | ng. | | | | |

ISSUED:

EFFECTIVE:

KTNT COMMUNICATIONS, INC. Original Sheet 28

SECTION 4 - RATES (CONT.)

8. Service Charges

| Customer Dialed Calling Card Station Customer Dialed Operator Must Assist | \$1.00 (N) \$1.00 (N) |
|---|--|
| Operator Dialed Calling Card Station | \$1.75 (N) |
| Operator Station Collect Billed to Third Party Sent Faid-Non Coin | \$1.75 (N) \$1.75 (N) \$1.75 (N) |
| Person to Person | \$3.25 (N) |
| Operator Dialed Surcharge | \$1.15 (N) |

| | 9. | Directory Assistance | | | |
|-----------|-------|----------------------|---|----|-----|
| Directory | Assi | stance | S | | .85 |
| | 10. | Surcharge | | | |
| Non-LEC p | ay te | elephones | Ş | ţ. | .25 |

| ISSUED: | EFFECTIVE: |
|------------|--|
| ISSUED BY: | Dennis Dees President KTNT Communications, Inc. DBA: I Don't Care DBA: It Doesn't Matter 621 Ruth Dr. Kennedale, TX 76060 |

Original Sheet 29

SECTION 4 -RATES (CONT.)

11. Flat Out

DAY EVENING NIGHT/WKND

Per Minute Rate: \$0.2200 \$0.1600 \$0.1200 Monthly service fee: \$5.00

12. Flat In

Monthly service fee: \$5.00 per 800 number One-time set-up fee: \$15.00 per 800 number

DAY EVENING NIGHT/WKND

Per Minute Rate: \$0.1600 \$0.1350 \$\$0.1350

13. Flat Out Go

DAY EVENING NIGHT/WKND Per Minute Rate: \$0.3100 \$0.2200 \$0.1900 Per Call Charge: \$0.00 Monthly service fee: \$5.00 Operator Service Charge (if applicable):\$0.70

ISSUED:

EFFECTIVE: