

64

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MONICA R. BORNE
JEFFREY T. GREENBERG
Of Counsel

October 13, 1997

Florida Public Service Commission
Division of Administration
2450 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

971323-TX

Re: Omnicall, Inc.
Application for Alternative Local Exchange Service

Dear Sirs:

Enclosed herein for filing please find an original and six (6) copies of the Application of Omnicall, Inc. for authority to provide alternative local exchange service. In addition, a check in the amount of \$250.00 has been enclosed in payment of the filing fee.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this letter in the self-addressed envelope provided.

Should you have any questions do not hesitate to call.

Sincerely,


Leon Nowalsky

Enclosure

LLN:sk

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:



DOCUMENT NUMBER - DATE

10532 OCT 14 5

FPSC - RECORDS/REPORTING

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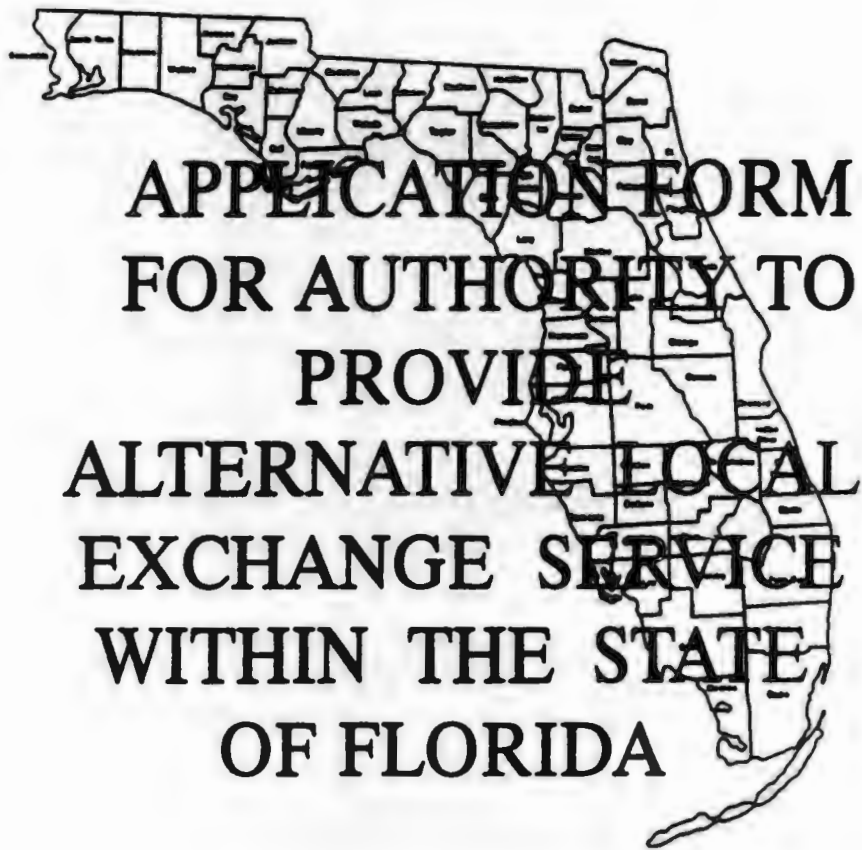
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**APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
ALTERNATIVE LOCAL
EXCHANGE SERVICE
WITHIN THE STATE
OF FLORIDA**

**FLORIDA PUBLIC SERVICE COMMISSION
CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0860**

**APPLICATION FORM
for**

**AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA**

INSTRUCTIONS

1. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
2. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
3. Use a separate sheet for each answer which will not fit the allotted space.
4. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Communications, Certification & Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866
(904) 413-6600**

5. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.
-

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

Original authority (new company)

Approval of transfer (to another certificated company)

Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

Approval of assignment of existing certificate (to a noncertificated company)

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control (to another certificated company)

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant:

OmniCall, Inc.

3. Name under which the applicant will do business (d/b/a):

Not applicable

4. If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number: Not applicable

5. A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
(800) 285-0299

B. Florida mailing address including street name, number, post office box, city, state, zip code, and phone number.

Not applicable
FORM PSC/CMU 8 (11/95)
Required by Chapter 364.337 F.S.

6. Structure of organization:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other, Please explain _____ |

7. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

Not applicable

8. State whether 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. If so, please explain.

Not applicable

9. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida. (SEE ATTACHED)

Corporate charter number: F97000001197

10. Please provide the name, title, address, telephone number, internet address, and facsimile number for the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application.

Marshall Howard (800) 285-0299
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

North Carolina and South Carolina

12. Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.

No

13. Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.

No

14. Please indicate how a customer can file a service complaint with your company. A customer can file a service complaint in one of two ways: (1) by filing a written complaint addressed to the customer service department at 430 Woodruff Road, Suite 450, Greenville, South Carolina 29607 or (2) calling the customer service number (800) 285-0299 to make an oral complaint.

15. Please complete and file a price list in accordance with Commission Rule 25-24.825.

(See Exhibit A attached)

16. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

(See Exhibit B attached)

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

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 attest that the financial statements are true and correct.

B. Managerial capability. (See Exhibit C attached)

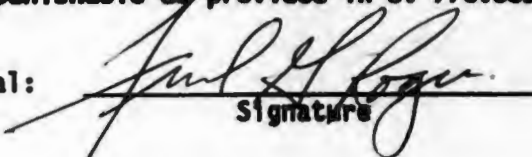
C. Technical capability. (See Exhibit D attached)

(If you will be providing local intra-exchange switched telecommunications service, then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the areas to be served, described in detail the difference.)

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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".

Official: 
Signature

9/30/97
Date

Title: President

(800) 285-0299
Telephone Number

Address: 430 Woodruff Road, Suite 450
Greenville, South Carolina 29607



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

March 7, 1997

NOWALKSY & BRONSTON, LLP
SUITE 1442
3500 NORTH CAUSEWAY BOULEVARD
METAIRIE, LA 70002

Qualification documents for OMNICALL, INC. were filed on March 7, 1997 and assigned document number F97000001197. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Lee Rivers
Document Examiner
Division of Corporations

Letter Number: 897A00011895

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACTION BUSINESS IN THE
STATE OF FLORIDA:

1. OmniCall, Inc.
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. South Carolina 3. 57-1046947
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. May 2, 1996 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon acceptance of application
(Date first transacted business in Florida. (See sections 607.1901, 607.1902, and 817.156, F.S.)

7. 430 Woodruff Rd., Ste. 300
Greenville, South Carolina 29607
(Current mailing address)

8. sale of telecommunications services.
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

Name: NRAI Services, Inc.

Office Address: 526 E. Park Avenue

Tallahassee, Florida, 32301

(Zip Code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

NRAI Services, Inc.

By: Charles A. Coyle

(Registered agent's signature)

Charles A. Coyle - Assistant Secretary

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

97 MAR - 7 PM 12
SECRETARY OF STATE
DIVISION OF CORPORATE AFFAIRS

EXHIBIT A

TARIFF

TITLE PAGE
OF
FLORIDA LOCAL EXCHANGE SERVICES TARIFF
OF
OMNICALL INC.

**This tariff, filed with the Florida Public Service Commission,
contains the rates, terms, and conditions applicable to
Local Exchange Services within the State of Florida
offered by OmniCall Inc.**

ISSUED: October 14, 1997

**Issued by: Frank Rogers, President
OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (884) 297-4336**

EFFECTIVE:

CHECK SHEET

Sheets 1 through 38, inclusive of this tariff 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 sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original
2	Original
3	Original
4	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

ISSUED: October 14, 1997

EFFECTIVE:

Issued by: Frank Rogers, President
OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (864) 297-4336

CHECK SHEET, CONT.

<u>SHEET</u>	<u>REVISION LEVEL</u>
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original

ISSUED:	October 14, 1997	EFFECTIVE:
Issued by:	Frank Rogers, President	
	OmniCall Inc.	
	430 Woodruff Road, Suite 450	
	Greenville, South Carolina 29607	
	Telephone: (864) 297-4336	

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered. 3.

ISSUED: October 14, 1997

**Issued by: Frank Rogers, President
OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (864) 297-4336**

EFFECTIVE:

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ISSUED: October 14, 1997

Issued by: Frank Rogers, President
OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (864) 297-4336

EFFECTIVE:

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange service by OmniCall Inc. within the State of Florida and subject to the jurisdiction of the Florida Public Service Commission.

ISSUED: October 14, 1997

**Issued by: Frank Rogers, President
OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (864) 297-4336**

EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customers location to a OmniCall Inc. switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Carrier or Company - Whenever used in this tariff, "Carrier," "Company," or "OmniCall" refers to OmniCall Inc. unless otherwise specified or clearly indicated by the context.

Commission - Florida Public Service Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Exchange Access Line - The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

ILEC - The incumbent Local Exchange Carrier.

OmniCall - Used throughout this tariff to mean OmniCall Inc. unless clearly indicated otherwise by the text.

LEC - Local Exchange Company.

ISSUED: October 14, 1997

Issued by: **Frank Rogers, President**
OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (864) 297-4336

EFFECTIVE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

Station-to-Station Calling - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company-issued Calling Card or to an authorized Credit Card are Operator- Station calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator-station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

ISSUED: October 14, 1997

Issued by: Frank Rogers, President
OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (864) 297-4336

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of OmniCall Inc.

OmniCall's services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. OmniCall may offer these services over its own or resold facilities.

OmniCall installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. OmniCall may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customers location to the OmniCall 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 otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 OmniCall reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

ISSUED: October 14, 1997

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OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (864) 297-4336

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations, cont.

2.2.4 All facilities provided under this tariff are directly controlled by the Customer may not transfer or assign the use of service without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of location of the use or location of the service or facilities.

2.2.5 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 of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 OmniCall's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

ISSUED: October 14, 1997

**Issued by: Frank Rogers, President
OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (864) 297-4336**

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS, CONT.

2.4 Liabilities of the Company, cont.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

ISSUED: October 14, 1997

**Issued by: Frank Rogers, President
OmniCall Inc.
430 Woodruff Road, Suite 450
Greenville, South Carolina 29607
Telephone: (864) 297-4336**

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS, CONT.

2.4 Liabilities of Company, cont.

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.5 Deposits

2.5.1 The Company does not normally collect deposits from Customers. However, deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected, maintained, and refunded in accordance with the rules of the Commission. Interest will also be paid at a rate prescribed by the Commission.

2.6 Advance Payments

Recurring Charges: OmniCall reserves the right to collect an amount not to exceed one (1) month's local service charges as an advance payment for service.

ISSUED: October 14, 1997

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS, CONT.

2.6 Advance Payments, cont.

Non-recurring Charges: OmniCall reserves the right to require pre-payment of non-recurring charges. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

2.7 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Equipment

2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her remises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible to ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

ISSUED: October 14, 1997
Issued by: Frank Rogers, President
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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS, CONT.

2.8 Equipment, cont.

2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.8.3 Equipment the Company provides or installs at the Customer premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.8.5 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.

ISSUED: October 14, 1997

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS, CONT.

2.8 Equipment, cont.

2.8.6 Upon reasonable notification to the Customer and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in the section for the installation, operation and maintenance of customer- provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.

2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by OmniCall. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida Public Service Commission.

ISSUED: October 14, 1997
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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS, CONT.

2.10 Payment for Service, cont.

OmniCall Billing Invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Florida Public Service Commission for final resolution.

2.11 Late Payment Charge

OmniCall will assess a rate payment charge equal to 1.5% for any past due balance that exceeds thirty days. A late payment penalty may be assessed only once on any bill for rendered services.

2.12 Cancellation by Customer

Customer may cancel service by providing 30 days written notice or to the Company. Verbal notice from the appropriate Customer representative will also be accepted.

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS CONT.

2.13 Interconnection

Service furnished by OmniCall may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with OmniCall's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

2.14 Refusal or Discontinuance by Company

OmniCall may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with the provisions contained herein:

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2 For use of telephone service for any other property or purpose than that described in the application.
- 2.14.3 For neglect or refusal to provide reasonable access to OmniCall or its agents for the purpose of inspection and maintenance of equipment owned by OmniCall or its agents.
- 2.14.4 For noncompliance with or violation of Commission regulation or OmniCall's rules and regulations on file with the Commission, provided ten days written notice is given before termination.

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS, CONT.

2.14 Refusal or Discontinuance by Company, cont.

- 2.14.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect OmniCall's equipment or service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing formal complaint with the Commission.
- 2.14.7 Without notice in the event of tampering with the equipment or services owned by OmniCall or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, OmniCall may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.14 Refusal or Discontinuance by Company, cont.

2.14.8 (Continued)

estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its Discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.19 Returned Check Charges

A fee, not to exceed the maximum allowed under state law, may be charged for each check returned for insufficient funds.

2.20 Service Implementation

Absent a promotional offering, service implementation charges of \$15.00 per service order will apply to new service order or to orders to change existing service for the business services listed in Section 3.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.21 Reconnection Charge

A reconnection fee of \$25.00 per occurrence may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.22 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.23 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.24 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. OmniCall should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.25 Directory Listings

- 2.25.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.25.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.25.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.25 Directory Listings, cont.

- 2.25.4 Listings' must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.**
- 2.25.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.**
- 2.25.6 Generally, the listed address is the location of the subscriber's place of business or residence.**
- 2.25.7 Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.**
- 2.25.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.**

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS, CONT.

2.26 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would "normally" utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

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EFFECTIVE:

SECTION 2- RULES AND REGULATIONS, CONT.

2.27 Universal Emergency Telephone Number Service (911, E911)

- 2.27.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility;
- 2.27.2 911 information consisting of the names, addresses and telephone numbers of all telephone customer's is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.27.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.27.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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EFFECTIVE:

SECTION 2- RULES AND REGULATIONS, CONT.

2.27 Universal Emergency Telephone Number Service (911, E911)

2.27.5 The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, for any loss, damage or destruction of any property, whether owned by the customers or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Service Areas

OmniCall will provide Local Exchange Service in the entire State of Florida. Local calling service areas will coincide with those of the ILEC unless otherwise specified.

3.2 Product Descriptions

3.2.1 Timing of Calls - Usage-Sensitive Products

- 3.2.1.A Usage charges for usage-sensitive products are based on the actual usage of OmniCall's network. The Company will determine that a call has been established by signal from the local telephone Company.**
- 3.2.1.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.**
- 3.2.1.C Usage is measured and rounded to the next higher billing increment for billing purposes.**
- 3.2.1.D There is no usage-based billing applied for incomplete calls.**

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EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.2 OmniCall Business Services

OmniCall's Business Services are offered for local calling using the facilities of OmniCall and/or those of other authorized Local Exchange Carriers. OmniCall's Business Services are offered primarily to the following:

- 1. Offices, stores, factories, mines and all other places of a strictly business nature;**
- 2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and**
- 3. Services terminating solely on the secretarial facilities of a telephone answering bureau.**

If a Subscriber's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

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EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.2 Omnicall Business Services, cont.

3.2.2.A Business Exchange Line Service

Business Exchange Line Service provides a facility from a Customer's location to the OmniCall Central Office and gives the Customer the ability to complete local and long distance calls. This service provides Customer with unlimited local calling, including rotary/hunting service, at a flat monthly rate. Special rates are offered to customers who purchase this service in conjunction with OmniCall's Business long distance products. Options available with Business Exchange Line Service include Call Waiting, Call Forwarding, Three-way Calling and Speed Dialing, as well as Class Features. Installation charges apply.

3.2.2.B Private Branch Exchange (PBX) Service

The Company's PBX Service uses PBX Trunks to connect a customer PBX system or other similar equipment to the OmniCall Central Office. Standard configurations include Local CO Trunks, Direct Inward Dialing (DID), Direct Outward Dialing (DOD) and Combination Trunks. This service provides Customers with unlimited local calling, rotary/hunting service and Carrier Access. OmniCall treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks. Service is billed based on monthly usage, together with monthly recurring charges. Special rates are offered to customers who purchase this service in conjunction with OmniCall's long distance products. Installation charges also apply.

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EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.2 OmniCall Business Services, cont.

3.2.2.C Optional Business Features

3.2.2.O.1 Direct Inward Dial (DID) Service

DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for PBX Trunks. One additive charge applies for each DIDH equipped PBX Trunk or channel. Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both; assigned to the Customer, whenever the company deems it necessary to do so in the conduct of its business.

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EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.3 Directory Listings

For each Customer of OmniCall's Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

3.2.4 Operator-Assisted Services

Operator-assisted services are provided to Customers on a presubscribed basis. Services are also provided to Customers and Users of exchange access lines which are presubscribed to the Company's interexchange outbound calling services. Various billing arrangements are available with OmniCall's operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Monthly and/or usage-sensitive charges apply as stated in Section 4, as well as per call operator charges.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.4 Operator-Assisted Services, cont.

3.2.4.A Operator Dialed Surcharge

This surcharge applies to Operator, Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the OmniCall network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

3.2.4.B Busy Line Verity and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

A charge will apply when:

1. The operator verifies that the line is busy with a call in progress;
2. The operator verifies that the line is unavailable for incoming calls; or

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EFFECTIVE:

SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.4 Operator-Assisted Services, cont.

3.2.4.B Busy Line Verify and Line Interrupt service, cont.

3. The operator verifies that the called number is busy with a call in progress and customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when:

1. The calling party advises that the call is to or from an official public emergency agency; or
2. Under conditions other than the three stated above. Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

3.2.5 Directory Assistance

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory' assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.5 Directory Assistance, cont.

Call allowances are as stated below:

1. **Business customers using directory assistance will receive 10 free calls per line or PBX trunk line per month.**
2. **Customers with Centrex main station lines will receive 10 free calls per equivalent number of PBX trunks. The number of equivalent PBX trunks is determined in accordance with the PBX Table below:**

<u>Number of Main Station Lines</u>	<u>Equivalent PBX Trunks</u>	<u>Number of Main Station Lines</u>	<u>Equivalent PBX Trunks</u>
1	1	87 - 98	15
2	2	99-111	16
3	3	112-125	17
4 - 6	4	126-139	18
7 - 10	5	140-155	19
11 - 15	6	156-171	20
16 - 21	7	172-189	21
22 - 28	8	190-207	22
29 - 36	9	208-225	23
37 - 45	10	226-243	24
46 - 54	11	244-262	25
55 - 64	12	263-281	26
65 - 75	13	282-300	27
76 - 86	14	*	

* **Each additional 18 main station lines or fraction thereof equal to one PBX trunk.**

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SECTION 3 - DESCRIPTION OF SERVICE, CONT

3.2 Product Descriptions, cont.

3.2.5 Directory Assistance, cont.

A credit will be given for calls to Directory Assistance when;

1. The Customer experiences poor transmission or is cut-off during the call,
2. The Customer is given an incorrect telephone number, or
3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

Exemptions

1. Residential Customers are exempt from Directory Assistance charges.
2. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol.35 #126, which has been registered with the Company will be exempt from Directory Assistance charges.
3. Directory Assistance attempts to telephone numbers which are non-listed or non-listed and non-published are exempt from the rate, and shall not be included in the ten call allowance.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.6 Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. OmniCall will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

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SECTION 4 - RATES

4.1 General

Installation, monthly recurring and per minute usage charges will apply to the Company's local exchange services. An addition per-call operator service charge will apply for operator-assisted calling.

4.1.1 Private Branch Exchange Service - OmniCall Facilities

(This section intentionally left blank Rates will be added upon installation of OmniCall facilities and service availability)

4.2 Optional Business Features - OmniCall Facilities

(This section intentionally left blank Rates will be added upon installation of OmniCall facilities and service availability)

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EFFECTIVE:

SECTION 4 - RATES, CONT.

4.2 OmniCall Business Services, cont.

4.2.1 Resold Local Exchange Service

Monthly Recurring Charge
0% Discount from ILEC Tariff

Resold features associated with resold local exchange service will be priced according to the rates established for such features in the underlying carriers effective intrastate tariffs, together with applicable discounts.

4.3 Operator-Assisted Services

(This section intentionally left blank Rates will be added upon installation of OmniCall facilities and service availability)

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EFFECTIVE:

EXHIBIT B

FINANCIAL STATEMENTS

EXHIBIT B

Omnicall, Inc. is a **start-up company** having only been incorporated in May, 1996, and therefore has only minimal financials (**see copy attached**). However, Omnicall's sister corporation, Teleco, Inc., as evidenced by its balance sheet and income statement attached hereto has sufficient financial resources to support the business that Omnicall is proposing. Teleco, Inc. is willing to underwrite the operations of Omnicall until such time as Omnicall begins generating sufficient positive cash flow to stand alone operationally

Omnicall intends to initially operate as a reseller of the local services of the incumbent local exchange thereby limiting the amount of capital expenditures necessary to operate and allowing Omnicall to achieve profitability faster than would ordinarily be possible. However, Omnicall reserves the right to provide facility based local exchange service once the economics of the industry justify such an approach and sufficient capital is available for Omnicall to compete as a facility provider.

Omnicall will lease office space and equipment from Teleco and therefore will have no difficulty in meeting its lease or ownership obligations.

TELECO, INC.
Balance Sheet
August 23, 1997

LIABILITIES & STOCKHOLDERS EQUITY

Current Liabilities

Due to Bank	327,818.12	
Sales Tax Payable	8,766.67	
Accounts Payable	1,162,136.27	
Payroll Taxes Payable & Accrued	1,567.64	
Notes Payable	3,779,501.47	
Accrued Interest Payable	0.00	
Accrued Salaries & Wages	78,308.49	
Accrued Other	14,702.39	
Accrued Profit Sharing	139,581.61	
Accrued Bonuses	67,637.20	
Customer Deposits	0.00	
Unearned Income	17,609.50	5,597,629.36

Non-Current Liabilities

N/P-due in 1 year or more	0.00	
		0.00
Total Liabilities		5,597,629.36

Stockholder's Equity

Common Stock	13,330.00	
Paid in Capital	396,670.00	
Draw	(602,123.00)	
Retained Earnings	3,168,014.11	
Less Treasury Stock	(475,982.50)	2,499,908.61

Total Liabilities and Stockholder's Equity		8,097,537.97
---	--	---------------------

TELECO, INC.
Balance Sheet
August 23, 1997

ASSETS

Current Assets

A/R, Trade less Res. for Doubtful Accounts	4,675,813.60	
A/R Other	202,459.41	
Inventory	2,389,331.46	
N/R Short Term	110,393.58	
Prepaid Expenses	150,042.96	
Intercompany Rec Teleco from Tel So FL	53,786.55	7,581,827.56

Property & Equipment

Machinery & Equipment	39,177.37	
Vehicles	269,491.41	
Furniture & Fixtures	101,471.54	
Office Equipment	285,905.29	
Leasehold Improvements	25,559.35	
Software	75,328.90	
Construction in Progress	166,431.05	
	963,364.91	
Less Accumulated Depr	(556,233.49)	407,131.42

Other Assets

N/R Long Term	78,569.16	
Security Deposits	2,638.65	
Intangible Assets	27,371.18	108,578.99

Total Assets		8,097,537.97

Attestation

I, Donald H. Boiter, Chief Financial Officer Teleco, Inc., do hereby attest and verify that the Balance Sheet and Income Statement attached hereto are each true and accurate to the best of my knowledge and belief.

Given under my hand this 29th day of September, 1997.

Donald H. Boiter
Donald H. Boiter
Chief Financial Officer of Teleco, Inc.

On this 29th day of September, 1997, personally appeared before me Donald H. Boiter and placed his signature upon this document.

Brenda C. Park
Notary Public

My commission expires: My Commission Expires March 7, 2004

09/18/97

OmniCall Inc.
Income Statement
From August 1, 1997 Through August 31, 1997

Page 1
Last Seq. #: 93

	PTD Post	%Sales	YTD Post	%Sales
----- Sales -----				
Sales				
Total Sales	0.00	N/A	0.00	N/A
---- Cost of Sales ----				
Cost of Sales				
Total Cost of Sales	0.00	N/A	0.00	N/A
Gross Margin	0.00	N/A	0.00	N/A
----- Expenses -----				
Expenses				
Advertising Expense	162.06	N/A	949.12	N/A
Automotive Expense	104.82	N/A	765.79	N/A
Billing Charges	0.00	N/A	3,000.00	N/A
Computer Supplies	5,248.00	N/A	10,285.33	N/A
Dues/Subscriptions	0.00	N/A	132.25	N/A
Group Insurance	-41.00	N/A	-123.00	N/A
Interest Expense	0.00	N/A	163.62	N/A
Legal/Professional	17,613.58	N/A	41,408.02	N/A
Meals/Entertainment	332.71	N/A	738.36	N/A
Office Supplies	2,396.63	N/A	5,740.59	N/A
Payroll Expenses - FICA	763.99	N/A	3,046.22	N/A
Payroll Expenses - FUTA	29.91	N/A	142.78	N/A
Payroll Expenses - SUTA	100.90	N/A	461.08	N/A
Phone	1,126.98	N/A	2,583.04	N/A
Postage	146.78	N/A	351.20	N/A
Rent	3,500.00	N/A	7,000.00	N/A
Repairs/Maintenance	798.54	N/A	1,557.08	N/A
Salaries	9,986.76	N/A	39,819.89	N/A
Seminars	147.38	N/A	2,429.05	N/A
Taxes/Filing/Licenses	301.06	N/A	3,593.14	N/A
Travel/Lodging	605.56	N/A	3,015.45	N/A

5/18/97

OmniCall Inc.
Income Statement
From August 1, 1997 Through August 31, 1997

	PTD Post	%Sales	YTD Post	%Sales
	-----	-----	-----	-----
Publications	596.00	N/A	1,192.00	N/A
Utilities	706.86	N/A	1,066.84	N/A
	-----	-----	-----	-----
Total Expenses	44,627.52	N/A	129,317.85	N/A
-- Other Income/(Expense) --				
Other Income/(Expense)				
	-----	-----	-----	-----
Total Other Income	0.00	N/A	0.00	N/A
	-----	-----	-----	-----
Gross Income Before Taxes	-44,627.52	N/A	-129,317.85	N/A
----- Taxes -----				
Taxes				
	-----	-----	-----	-----
Total Taxes	0.00	N/A	0.00	N/A
	-----	-----	-----	-----
Net Income After Taxes	-44,627.52	N/A	-129,317.85	N/A
	-----	-----	-----	-----

/18/97

OmniCall Inc.
Balance Sheet
As Of August 31, 1997

Page 1
Last Seq. #: 93

Balance

----- Assets -----	
Southtrust Bank	26,947.49
Petty Cash	50.00
Prepaid Expenses	1,711.08
Prepaid Commercial Insurance	1,075.75
Deposits	2,500.00

Total Current Assets	32,284.32
Employee Loans	130.06
A/R Teracom	5,000.00
A/R SSS	36.74

Total Other Assets	5,166.80
Office Equipment	6,180.43
Machinery & Equipment	1,050.00

Total Property, Plant & Equipment	7,230.43
Total Assets	44,681.55

----- Liabilities -----	
Accounts Payable	35,109.02
Federal Payroll Taxes	44.28
FICA Payroll Taxes	159.28
State Payroll Taxes	32.56
Federal Unemployment Taxes	84.86
State Unemployment Taxes	265.60

Total Current Liabilities	35,695.60
N/P Rogers Stereo, Inc.	678.80
N/P Teleco, Inc.	2,625.00
SouthTrust Bank	10,000.00
SouthTrust Bank-Cr Line	120,000.00

Total Long Term Debt	133,303.80
Total Liabilities	168,999.40

9/18/97

OmniCall Inc.
Balance Sheet
As Of August 31, 1997

Page 2
Last Seq. #: 93

Balance

----- Equity -----	
Capital Stock	5,000.00
Current Year Net Income	-84,690.33

Total Net Worth	-79,690.33
Net Income for Current Period	-44,627.52

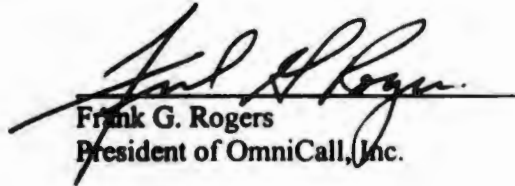
Total Equity	-124,317.85

Total Liabilities and Equity	44,681.55

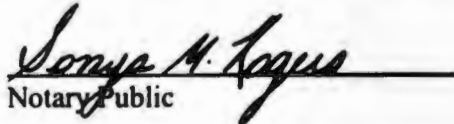
Attestation

I, Frank G. Rogers, President of OmniCall, Inc., do hereby attest and verify that the Balance Sheet and Income Statement attached hereto are each true and accurate to the best of my knowledge and belief.

Given under my hand this 29th day of September, 1997.


Frank G. Rogers
President of OmniCall, Inc.

On this 29th day of September, 1997, personally appeared before me Frank G. Rogers and placed his signature upon this document.


Notary Public

My commission expires: My Commission Expires September 25, 1999



EXHIBIT C

MANAGERIAL CAPABILITY

EXHIBIT C

Omnicall's senior management team is highly skilled, having acquired considerable experience in the telecommunications industry (see attached resumes of principals).

Management was instrumental in the organization of Corporate Telemanagement Group, Inc (CTGI) an interexchange carrier that was certified in Florida and was recently sold to LCI International, Inc. and continues to own and operate Teleco, Inc. which is the largest interconnection company in the southeastern United States.

The marketing and business statistics developed by management in past successful ventures have resulted in substantial revenue growth and financial performance and management intends to employ these marketing and business strategies in connection with Omnicall.

The success of the past ventures that management has been involved in is clear evidence that Omnicall possesses the managerial qualifications required to provide service in Florida.

OmniCall Management

William M. Rogers is Chairman and CEO of OmniCall, as well as the President and a co-founder of Teleco, Inc., one of the country's largest interconnect phone equipment companies. He is also one of the founders of Corporate Telemanagement Group, a long distance reseller, which merged with LCI International in 1995.

Frank G. Rogers serves as President of OmniCall. Before founding OmniCall, Mr. Rogers was CEO and CFO of Rogers Stereo, a chain of 5 stereo stores, which he helped found in 1976, in North and South Carolina. He is also a co-founder and board member of Teleco, Inc..

Robert J. Rogers is Vice President and Secretary of OmniCall. For the past 5 years Mr. Rogers has been a private portfolio manager with a focus on the telecommunications industry.

Marshall K. Howard is Vice President of Operations. Mr. Howard has a broad telecommunications background, including helping found a Tennessee CLEC. He also has extensive management experience in operations, regulatory affairs, and planning in the facilities-based, long distance resale industry and the shared tenant services industry.



EXHIBIT D

TECHNICAL CAPABILITY

EXHIBIT D

Technical Capability

The success of management 's past ventures in the 1+ resale business and its present interconnection business clearly demonstrates that management has the technical capability to provide local service initially on a resold basis and eventually as a facility based provider.

By initially providing local service on a resold basis, Omnicall's local traffic will be routed entirely over the networks of its underlying carrier. Consequently, the quality of service that Omnicall's local exchange customers receive will be at least equivalent to that provided by its underlying service providers.

Management's experience in the interconnection business, specifically the installation and maintenance of telephone systems and associated hardware, provides management with a clear understanding and high level of technical capability regarding the local service industry from both a resale and facility based prospective.

NOWALSKY, BRONSTON & GOTHARD, L.L.P.
ATTORNEYS AT LAW

BENJAMIN W. BRONSTON
EDWARD P. GOTHARD

3500 N. CAUSEWAY BOULEVARD
SUITE 1442
METAIRIE, LOUISIANA 70002
TELEPHONE: (504) 832-1984
FACSIMILE: (504) 831-0892

MUNICA R. BURNI
JEFFREY T. GREENBERG
Of Counsel

October 13, 1997

Florida Public Service Commission
Division of Administration
2450 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

DEPOSIT DATE
D 6 8 4 **OCT 14 1997**

Re: Omnicall, Inc.
Application for Alternative Local Exchange Service

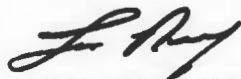
Dear Sirs:

Enclosed herein for filing please find an original and six (6) copies of the Application of Omnicall, Inc. for authority to provide alternative local exchange service. In addition, a check in the amount of \$250.00 has been enclosed in payment of the filing fee.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this letter in the self-addressed envelope provided.

Should you have any questions do not hesitate to call.

Sincerely,


Leon Nowalsky

NOWALSKY, BRONSTON & GOTHARD, L.L.P.
GENERAL ACCOUNT
3500 N. CAUSEWAY, SUITE 1442
METAIRIE, LA 70002
(504) 832-1984

JEFFERSON FEDERAL SAVINGS BANK
GREYHOUND, LA 70063
84-7038/2884

1696

10/13/97

PAY TO THE ORDER OF **FLORIDA PUBLIC SERVICE COMMISSION** \$250.00

Two Hundred Fifty and 00/100*****

DOLLARS
Security features included
Details on back

MEMO FILING FEES - Omnicall, Inc.

