

LAW OFFICES OF THOMAS K. CROWE, P.C.
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WASHINGTON, D.C. 20037

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May 29, 2001

BY OVERNIGHT DELIVERY (850-413-6770)

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

010790-TI

Re: Optical Telephone Corporation

Dear Sir or Madam:

Please find enclosed an original and seven (7) copies of Optical Telephone Corporation's application to supply interexchange telecommunications services in the State of Florida.

Also enclosed is a check payable to the "Florida Public Service Commission" in the amount of \$250.00 to cover the requisite filing fee.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of this application in the self addressed, stamped envelope provided for this purpose. Should you require further information, please contact the undersigned.

Sincerely,



C. Jeffrey Tibbels
Daron T. Threet,
Counsel for Optical Telephone
Corporation

Enclosure

DOCUMENT NUMBER-DATE

06718 MAY 30 2001

FPSC-RECORDS/REPORTING

LAW OFFICES OF THOMAS K. CROWE, P.C.
2300 M STREET, N.W., SUITE 800
WASHINGTON, DC 20037

**THE RIGGS NATIONAL BANK
OF WASHINGTON, DC**
WASHINGTON, DC
15-3/540-28



5/29/2001

PAY TO THE ORDER OF Florida Public Service Commission

\$ **250.00

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

Florida Public Service Commission

DOLLARS
Security features included
Details on back

MEMO Optical Telephone Corporation



[Handwritten Signature] MP

1729636211*

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480**

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

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

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

2. Name of company:

Optical Telephone Corporation

3. Name under which applicant will do business (fictitious name, etc.):

Optical Telephone Corporation

4. Official mailing address (including street name & number, post office box, city, state, zip code):

600 Blvd. South, Suite 104

Huntsville, AL 35802

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

NRAI Services, Inc., 526 E. Park Ave.

Tallahassee, FL 32301 6.

Select 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 resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | |
|----------------------------|-------------------------|
| () Individual | () Corporation |
| (xx) Foreign Corporation | () Foreign Partnership |
| () General Partnership | () Limited Partnership |
| () Other _____ | |

8. **If individual**, provide:

Name: _____
Title: _____
Address: _____
City/State/Zip: _____

Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

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

(a) **The Florida Secretary of State Corporate Registration number:**

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**
F01000002487

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** _____

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): 63-1272139

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
(x) Yes () No

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

17. Who will receive the bills for your service?

- Residential Customers Business Customers
 PATs providers PATs station end-users
 Hotels & motels Hotel & motel guests
 Universities Universities dormitory residents
 Other: (specify) _____

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

(a) The application:

Name: Thomas K. Crowe, Esq.

Title: Attorney at Law

Address: 2300 M Street, N.W., Suite 800

City/State/Zip: Washington, D.C. 20037

Telephone No.: (202) 973-2890 **Fax No.:** (202) 973-2891

Internet E-Mail Address: tkcrowe@bellatlantic.net

Internet Website Address: www.tkcrowe.com

(b) Official point of contact for the ongoing operations of the company:

Name: Mark Frost

Title: President

Address: 600 Blvd. South, Suite 104

City/State/Zip: Huntsville, AL 35802

Telephone No.: (256) 705-3522 Fax No.: (256) 705-3513

Internet E-Mail Address: _____

Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name: John Ross, Vice President or

Title: Mark Frost, President

Address: 600 Blvd South, Suite 104

City/State/Zip: Huntsville, AL 35802

Telephone No.: (866) 318-5480 Fax No.: (256) 705-3513

Internet E-Mail Address: Ross@emforus.com

Internet Website Address: _____

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None.

(b) has applications pending to be certificated as an interexchange telecommunications company.

None.

(c) is certificated to operate as an interexchange telecommunications company.

None.

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None.

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

None.

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

None.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) 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.

No. _____

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No. _____

21. The applicant will provide the following interexchange carrier services $\sqrt{\quad}$ (check all that apply):

a. _____ **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

b. _____ **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

c. XX **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

d. **MTS for pay telephone service providers**

e. **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. **800 service (toll free)**

g. **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

i. **Travel service**

- Method of access is 950
- Method of access is 800

j. **900 service**

k. **Operator services**

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

1. **Services included are:**

- _____ Station assistance
- _____ Person-to-person assistance
- _____ Directory assistance
- _____ Operator verify and interrupt
- _____ Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Exhibit A.

23. Submit the following:

A. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

See Exhibit B.

B. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. See Exhibit C.

C. Financial capability.

See Exhibit D.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

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

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.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Mark Frost

Print Name

Mark Frost

Signature

President

Title

5-23-01

Date

(256) 705-3522

Telephone No.

Fax No.

(256) 705-3513

Address:

600 Blvd. South, Suite 104

Huntsville, AL 35802

THIS PAGE MUST BE COMPLETED AND SIGNED

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 provided in one of the following ways (applicant, please check one):

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

Mark Frost

Print Name

Mark Frost

Signature

President

Title

05-23-01

Date

(256) 705-3522

Telephone No.

(256) 705-3513

Fax No.

Address: 600 Blvd. South, Suite 104

Huntsville, AL 35802

THIS PAGE MUST BE COMPLETED AND SIGNED

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 interexchange telecommunications 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."

UTILITY OFFICIAL:

Mark Frost

Print Name

Mark Frost

Signature

President

Title

5-23-01

Date

(256) 705-3522

Telephone No.

(256) 705-3513

Fax No.

Address: 600 Blvd. South, Suite 104

Huntsville, AL 35802

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (XX) previously provided intrastate telecommunications in Florida.

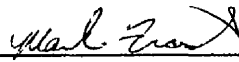
If the answer is has, fully describe the following:

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:

Mark Frost
Print Name


Signature

President
Title

5-23-01
Date

(256) 705-3522
Telephone No.

(256) 705-3513
Fax No.

Address: 600 Blvd. South, Suite 104
Huntsville, AL 35802

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

EXHIBIT A

FLORIDA TELECOMMUNICATIONS TARIFF

OF

Optical Telephone Corporation

600 Blvd. South, Suite 104
Huntsville, AL 35802

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Optical Telephone Corporation ("OTC") within the State of Florida. This tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business; 600 Blvd. South, Suite 104, Huntsville, AL, 35802.

OTC is a provider of interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the State of Florida as an adjunct to OTC's interstate service.

Issued:

Issued By:

Mark Frost
President

Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

Effective Date:

CHECK SHEET

The Sheets 1 through 43 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</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

Issued:

Effective Date:

Issued By:

Mark Frost
PresidentOptical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

CHECK SHEET (CONT'D.)

<u>SHEET</u>	<u>REVISION</u>
22	Original
23	Original
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
39	Original
40	Original
41	Original
42	Original
43	Original

Issued:
Issued By:

Mark Frost
President
Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

Effective Date:

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Issued:

Effective Date:

Issued By:

Mark Frost
President
Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued:

Effective Date:

Issued By:

Mark Frost
President

Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

EXPLANATION OF SYMBOLS

- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a customer's bill.
- (T) To signify a change in **text or regulation** but no change to rate or charge.

Issued:

Effective Date:

Issued By:

Mark Frost

President

Optical Telephone Corporation

600 Blvd. South, Suite 104

Huntsville, AL 35802

Telephone: (256) 705-3522

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, 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 corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

Issued:

Effective Date:

Issued By.

Mark Frost
President

Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

TARIFF FORMAT (CONT'D.)

- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued:

Effective Date:

Issued By:

Mark Frost
PresidentOptical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of specialized intrastate resale common carrier telecommunications services by Optical Telephone Corporation between various locations within the State of Florida. All services are interstate offerings. Intrastate service is an add on service available only if the Customer subscribes to the Company's interstate offerings.

Issued:

Effective Date:

Issued By:

Mark Frost
President

Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Company:

Optical Telephone Corporation.

Issued:

Effective Date:

Issued By:

Mark Frost
President
Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

Commission:

The Florida Public Service Commission.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

Issued:

Effective Date:

Issued By:

Mark Frost
President
Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

Measured Service:

The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

Point of Presence:

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

Postpaid Service:

Presubscribed service where subscribers are billed for and remit payment subsequent to the provision of service.

Issued:

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Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

Subscriber:

See "Customer" definition.

Travel Card:

See "Calling Card" definition.

V & H Coordinates:

Geographic Points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

Issued:

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Telephone: (256) 705-3522

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Company

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2. Company is a non-facilities-based provider of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, the duration of each call will be rounded up in sixty (60) second increments unless otherwise specified.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1. Undertaking of Company (Cont'd.)

2.1.5. Subject to availability, the Customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Limitations

2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.2. Company reserves the right to immediately disconnect service upon its written notice when necessitated by conditions beyond the Company's control, or when the Customer is using the service in violation of either the provisions of this tariff, or in violation of the law pursuant to Section 2.3.

Issued:

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2. Limitations (Cont'd.)

- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.
- 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.

Issued:

Effective Date:

Issued By:

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President
Optical Telephone Corporation
600 Blvd. South, Suite 104
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Telephone: (256) 705-3522

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3. Use

- 2.3.1. Service may be used for the transmission of communications by the Customer.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Issued:

Effective Date:

Issued By:

Mark Frost
President
Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4. Liability of the Company

- 2.4.1. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company shall not be liable for any direct, indirect, consequential, special, actual or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause.

Issued:

Effective Date:

Issued By:

Mark Frost
President

Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
Telephone: (256) 705-3522

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4. Liability of the Company (Cont'd.)

2.4.2. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.3. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4. Liability of the Company (Cont'd.)

- 2.4.4 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.5. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other actions or liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4. Liability of the Company (Cont'd.)

2.4.6. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4. Liability of the Company (Cont'd.)

2.4.7. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.

2.4.8. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.5. Prepaid Subscriber Responsibilities

(Reserved for Future Use)

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6. Interruption of Service

- 2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment 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 of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.6.2. No credit allowances will be allowed for an interruption of services for continuous duration of less than two hours.
- 2.6.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/160th for each hour over two (2) such hours of interruption up to a maximum of 6/160th multiplied by the average monthly usage bill of the Customer. If service is activated for less than one (1) month, the monthly usage amount shall be determined by extending the actual usage for the days of service to thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6. Interruption of Service (Cont'd.)

2.6.4 In the event of foreknowledge of an interruption in service for a period exceeding two hours, the subscribers will be notified in writing, by mail, at least one week in advance.

2.7. Restoration of Service

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.8. Minimum Service Period

The minimum service period is one month (30 days).

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9. Payments and Billing for Postpaid Services

- 2.9.1. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the subscriber. Service continues to be provided until canceled by the Customer with no less than 30 days notice.
- 2.9.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.9.3. Billing will be payable upon receipt and deemed past due ten (10) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance, or the maximum allowable under state law. Each account shall be granted not less than one complete forgiveness of late payment charge, pursuant to Commission rules. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9. Payments and Billing for Postpaid Services (Cont'd.)

2.9.4. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.10. Billing Disputes

2.10.1. Billing disputes should be addressed to Company's Customer Service Organization via telephone to (866) 318-5480. Customer Service is available twenty-four hours per day, seven days per week.

2.10.2. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

2.10.2.1. First, the Customer may request the Company perform an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10. Billing Disputes (Cont'd.)

- 2.10.2.2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address of the Commission is:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

2.11. Cancellation By Customer

- 2.11.1. Customer may cancel service by providing written or verbal notice to Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11. Cancellation by Customer (Cont'd.)

2.11.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

2.11.3. Any non-recoverable cost of Company expenditures shall be borne by the customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12. Cancellation By Company

2.12.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12. Cancellation by Company (Cont'd.)

2.12.2. Company may discontinue service according to the following conditions upon ten (10) days written notice:

- A. For violation of Company's filed tariff.
- B. For the non-payment of any proper charge as provided by Company's tariff.
- C. For Customer's breach of the contract for service between the utility and Customer.
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- E. For unlawful use of the service or use of the service for unlawful purposes.
- F. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12. Cancellation By Company (Cont'd.)

2.12.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.12.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.13. Interconnection

- 2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

2.14. Deposits

The Company does not require deposits from Customers.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15. Taxes and Surcharges

2.15.1. Taxes

All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax, etc.) are listed as separate line items and are not included in the tariffed rates.

2.15.2. Public Pay Telephone Surcharge

In order to recover the Company's expenses and to comply with the FCC's pay telephone compensation plan (FCC CC Dkt. No. 96-128), a non-discountable per call charge is applicable to all completed dial-around intrastate calls which originate from public pay telephones. This surcharge is in addition to standard tariffed usage charges and any applicable service charges and surcharges. The Public Pay Telephone Surcharge will, whenever possible, appear as a separate line item on monthly bills to Customers.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.16 Uncertificated Resale Prohibited**

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold only by Companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. Timing of Calls

- 3.1.1. The subscriber's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call begins when the called party answers and terminates when either party hangs up.
- 3.1.2. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is sixty (60) seconds with sixty (60) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.1. Timing of Calls (Cont'd.)

3.1.4. There is no billing for incomplete calls.

3.2. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the V & H Coordinates Tape and appear in National Exchange Carriers Association Tariff No.4.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.2. Calculation of Distance (Cont'd.)**

FORMULA:

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

EXAMPLE: Distance between Miami and New York City:

	<u>V</u>	<u>H</u>
Miami	8,351	529
New York	<u>4,997</u>	<u>1,406</u>
Difference	3,354	(877)

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.2. Calculation of Distance (Cont'd.)

Square and add: $11,249,316 + 769,129 = 12,018,445$

Divide by 10 and round: $12,018,445/10 = 1,201,844.5$
1,201,844

Take the square root and round: $1,201,844 = 1,096.2$
1,096 miles

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.3. Description of Services

3.3.1. **One Plus Service** – enables a caller to complete calls within the State of Florida. The Customer may access the service by dialing “1”, plus the Numbering Plan Area (“NPA”) code and telephone number (Central Office (“CO”) code and station line).

3.3.2. **Calling Card Service** – is offered either alone or in conjunction with the One Plus Service as an optional feature. Remote Access to One Plus Service is utilized by Customers when off the network by dialing a toll-free number and entering an authorization code and dialing the number to which the Customers desire to be connected.

3.4 Minimum Call Completion Rate

Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 96% during peak use periods for all OTC One Plus and Calling Card Services.

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SECTION 4 - RATES**4.1. Subscriber Services**4.1.1. One Plus Services

	Timing	
	Initial 60 Sec	Add'l 60 Sec.
Intrastate	\$0.12	\$0.12

4.1.2. Calling Card Service

Rate per minute: \$0.18

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SECTION 4 - RATES (CONT'D.)

4.2. Surcharges

4.2.1. Public Pay Phone Surcharge

The following charge is assessed on a per-completed call basis: \$0.85

4.2.2. Directory Assistance

The following charge is assessed for each directory assistance call \$0.85

4.2.3. Return Check Fee

The following charge is assessed for each returned check: \$20.00

4.3. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 4 – RATES (CONT'D.)

4.4. Special Rates For The Handicapped

4.4.1. Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty within a billing cycle.

4.4.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD user shall be night rates at all times.

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EXHIBIT B

DEMONSTRATION OF MANAGERIAL COMPETENCE

Optical Telephone Corporation's day-to-day operations will be managed primarily by Mark Frost. Mr. Frost has over 12 years of business experience including personnel and operations management. Mr. Frost's extensive technical experience coupled with his recent employment for a switchless reseller of interexchange long distance services have enabled him to develop an extensive understanding of the operations of long distance resell organizations. A copy of his resume is attached.

Mark J. Frost

Objective: Continuing employment in the field of software development with a company in which my background, skills and experience can be best utilized to meet or exceed company objectives while aspiring to a position as high as my abilities and opportunity permit.

Abilities: Vocational training and aviation principals through the U.S. Navy. Electricity and Electronics courses at Marietta-Cobb Vocational School. Currently working on a Bachelor of Science degree in Computer Science at Kennesaw State College. Completed courses in C/C++ programming offered through ZedNet (Interactive Internet Training). I offer four years experience in aviation electronics and eight years civilian experience in analog and digital circuit repair. As well as five years of Windows programming.

Experience:
1999-Present

UKI Communications, Inc.
In charge of maintaining and updating records for customer service.

2-97 to 1999

EITech Development, Inc.
Custom control development. Provide support and maintenance on existing custom controls, which include Compression Plus, FaxPlus, Encrypt-It Plus and Communications Library. Responsible for creating a TAPI interface that will ultimately be used in merging two existing products together. Also, developed an FTP prototype for Dynamic Update which will be releasing later this year. Additionally, I wrote the dialog logic for dynamically creating user defined dialog boxes that are currently used in the self extracting modules of compression Plus v5. Developing in Microsoft C.C++. Support requires knowledge of VB, FoxPro, Delphi, and several other programming languages.

6-96 to 1-97

IMS, Inc.
Worked on a credit control system, to pre-qualify prospective buyers, this project included interfacing with major credit card bureaus, and also allowed credit checking from the World Wide Web. project included heavy MAPI, TAPI and database work. I was also instrumental in finishing the Auto-Match 2000 system, a program designed to aid auto dealers in selling to perspective new and used car buyers.

10-95 to 6-96

MicroHelp Inc.
Worked on the Uninstaller design team designing prototypes for Uninstaller 4.0 in Visual basic, worked exclusively in Spanish, a zip compatible Windows program for end users in Visual Basic. I have written DLLs in Visual C++ 1.52, and Visual C++ version 4.0. In the course of working in Quality assurance I tested MicroHelps custom controls in both Visual Basic and Visual C/C++, reported bugs, and looked for an appropriate work around when engineering fix was going to take long to repair. As a technical support engineer, I provided help to developers using the MicroHelp custom controls, and developed a firmer understanding of the Windows API. I also learned the Microsoft Foundation classes for Visual C++ in the course of employment at MicroHelp.

4-94 to 10-95

Marietta, Georgia technical Support Manager
Wrote examples for using the EITech custom controls in Visual Basic and Visual C. These products included FaxPlus and Compression Plus. Provided phone, BBS, and Fax support for the EITech controls. Managed the overall operation and functions of the technical support division.

1-88 to 4-94

Shop Manager, Bench Technician
Repaired and calibrated all types of audiometric testing equipment. Equipment includes audiometers, tympanometers, ABR, ENG equipment. Duties included troubleshooting to component level, calibration and working within ANSI standards, close customer relations. Promoted to shop manager, duties included management of personnel, work scheduling and maintaining parts stock levels. Specialized testing equipment involved using sound meters, docimeters and artificial bone mastoids.

EXHIBIT C

DEMONSTRATION OF TECHNICAL COMPETENCE

Optical Telephone Corporation's technical operations will be managed by Mark Frost, David K. Burnette, Scotty Sharpe, and John Ross. Mr. Frost has over 12 years of technical experience, including software custom control development, technical support, and computer programming. Mr. Burnette has 10 years of technical experience including network administration and hardware/software installation, configuration and maintenance. Mr. Sharpe has five years of technical experience including network administration and systems administration. Mr. Ross has 6 years of technical experience including website design, database creation and maintenance, and network administration. The resume for Mr. Frost is attached as part of Exhibit B. The resumes for each of the remaining individuals are attached herein as Exhibit C.

DAVID K. BURNETTE, MCSE, MCP, A+

724 Deer Trail Rd
Daviston, AL 36256
256.329.1205 Work
256.409.2275 Home

CAREER OBJECTIVE

To obtain a position with an established company where there is the opportunity for growth and utilizing the Network Administration, Hardware, and Computer skills that I possess.

SUMMARY OF QUALIFICATIONS

I have a wide variety of experiences both in management and computer technical positions. I have over 4 years experience in installing, maintaining, configuring, and troubleshooting Windows NT 4.0, Windows 95/98, TCP/IP, UNIX networks. I've also worked with Novell networks to some extent. I have installed and configured Windows 2000 (Professional, Server, & Terminal Server) and Windows Me for over 16 months. I have over 7 years experience in PC hardware maintenance and troubleshooting. I am a trainer in several Software Applications and a trainer in Network and PC Operations. I have obtained the A+ certification and I am a Microsoft Certified Professional in NT 4.0 Server, NT 4.0 Workstation, Networking Essentials, NT Server 4.0 in the Enterprise, Internet Information Server 4.0, and Exchange Server 5.0. I am a Microsoft Certified Systems Engineer as well. I have experience in running independent businesses. I operated two small businesses, while attending college and still operate one of them part time.

SOFTWARE APPLICATION

The software application that I am knowledgeable with are Word, Word Perfect, Corel Draw, PageMaker, Photoshop (in many different formats), Relativity, RMCOBOL, ICE TEN, ICE TCP, ICE TCP Pro, Netscape Communicator, Internet Explore, Adobe Illustrator, Paintbrush, PE Design, Power Point, Conversions Plus, Partation Magic, pcAnywhere and others. I am a trainer in Scott Accounting (SACS Housing Software) software in Maintenance Systems, Maintenance Work Orders, Preventatives Maintenance, Inspection System (on the PC and on the Pin Computer), Inventory, Tenant Accounts Receivable, Excess Utilities, Tenant Security, Menu System Maintenance.

EDUCATION

2000 Microsoft Certified Technical Educational Center, Executrain Completed courses at present are NT 4.0 Workstation, NT 4.0 Server, NT 4.0 Server in the Enterprise, TCP/IP, IIS 4

1999 Certified SCO Training Center
Completed courses at present are Introduction to SCO Unix, System Admin I

1999 University of Tennessee, Knoxville, TN
Bachelor of Science Degree in Human Ecology (3.67 GPA)

1995 Pellissippi State Technical Community College, Knoxville, TN (59 credit hours earned)

1991 Platt College, San Diego, CA
Computer Graphic Design/Graphic Design (completion of certificate program)

1990 Cuyamaca City College, San Diego, CA
Desktop Publishing

EXPERIENCE

Network Administrator, Scott Accounting and Computer Services, Alexander City,
AL June 1999 to Present

Duties: Responsible for configuration, maintenance, and administration of LANs and WANs on various networks at Housing Authorities in nine States. The main operating systems that I administrator are Windows 2000, Windows NT 4.0, Windows 95/98, SCO UNIX, and Novell. I install hardware and software upgrades to networks and PCs. I install, configure, and troubleshoot hubs, routers, multiplexer's, modems, printers, scanners, PC components SCSI & IDE (motherboards, processors, video cards, sound cards, hard drives, cd-roms, cd-writers, network cards, zip drives, and others). I have experience servicing Laptops also. I've done cabling with 10Base-2, ThinNet, and 10Base-T.

Owner/Operator, E&E Design, Knoxville, TN 1991 to 1999

Duties: Computer Graphic Design, Graphic Design, and Desktop Publishing. PC maintenance and troubleshooting. PC System purchasing and sales.

Owner/Operator, Clean Touch, Knoxville, TN 1995 to 1999

Duties: Commercial Cleaning

Carpenter, Falcone Construction, San Diego, CA 1986 to 1988

Duties: All phases of residential construction

Sub-Contractor for several construction companies 1976 to 1986

Duties: Ranged from superintendent to common laborer of commercial and residential construction

MEMBERSHIPS

Kappa Omicron Nu, honor society, University of Knoxville, Knoxville, TN 1997 to 1999

Phi Theta Kappa, honor society, Pellissippi State Technical Community College 1994-1996



Scotty Sharpe, MCSE, MCP, A+
290 Price Avenue
Alexander City, AL 35010
scotty@sacsinc.com

Daytime: 256-329-1205
Evening: 256-329-7792

Information Technology

OBJECTIVE To secure a position as a Windows NT Systems Administrator in a growing technologically driven organization that will challenge my skills and utilize my strong leadership, analytical and problem solving abilities.

TARGET JOB Desired Job Type: Network Administrator
Desired Status: Full-Time
Date of Availability: After two weeks notice at current employer

EXPERIENCE October 1996- present Scott Accounting & Computer Service
Alexander City, AL

Computer Technician

- * Installation, Administration, Cabling, Supporting and Troubleshooting Windows 2000, NT 4.0, 98, 95 and Unix Networks in both LANs and WANs in over 280 locations in the Southeast.
- * Develop proposals for our end users based on what equipment they have and what they will need, including the following: Cabling, Hubs, Patch panels, Network cards, software, and custom PCs
- * Installing and configuring hardware components on both servers and workstation such as: hard drives, network cards, motherboards, modems, video cards, sound cards, hubs, routers, cd-roms, cdrw, multiplexers, and others.

EDUCATION

CompTIA
Montgomery, Alabama
A+ Certified Technician

Athens Computer Learning Center, Inc.
Birmingham, Alabama
Installing and Configuring Windows 2000

ExecuTrain of Montgomery
Birmingham, Alabama
Windows NT Workstation 4.0
Windows NT Server 4.0
Windows NT Server 4.0 Enterprise
Networking Essentials
TCP/IP
Exchange Server 5.0

SKILLS

Skill Name	Skill Level	Experience
Management	Intermediate	2 years
Network Administration	Intermediate	3 years
Troubleshooting	Advanced	5 years

References Available Upon Request

John Ross



Objective To obtain a challenging and rewarding Computer Engineering or IT position with an organization that will effectively use my experience, training, and achievements.

Summary of qualifications Offering a comprehensive background of education, training and experience in computers, troubleshooting, assembly, maintenance, repairs, personnel training and supervision, technical support, and implementing policies and procedures. Strengths include excellent organizational, time management, leadership, interpersonal, and problem solving skills. Highly motivated, self-starter, with team player abilities. I have experience with NT 4.0 Workstation and Server, Windows 95, WFW, and DOS operating systems. I have worked extensively with Microsoft Office products such as Access, Excel, and Word. I have experience with SQL Server 6.5. I have designed and maintained Web Sites using Microsoft FrontPage and installed and maintained a webserver using Internet Information Server 4.0

Employment 1995 - Present Alpha Networks. Alpharetta, Georgia

Network and Office Design

- Designed, installed, and maintain networks of 100 + workstations using Windows NT 4.0 Server, Windows NT 4.0 Workstation, and Windows 95 for several companies. I designed and maintained databases using Microsoft Access. I also created company web sites using Microsoft FrontPage, and worked closely with the programmers to design custom software. Installed and maintain the Company Webserver using Internet Information Server 4.0. Designed and maintained customer service infrastructures.

1990 - 1995 Apollo Printing Inc. Richardson, Texas

Manager

- Managed a printing firm. Did all the scheduling for 6 pressmen. Did some of the graphic artwork such as typesetting, logo design, and literature design.

Accreditations I have taken and passed all required and elective exams for Microsoft Certified System Engineer for NT 4.0, including the four core operating system exams and two elective exams, TCP/IP and SQL 6.5 Administration. Also have taken and passed all required and elective exams for MCP + Internet Certification including IIS 4.0 exam.

Education 1989 - 1992 Richland Community College Richardson, Texas

Business Administration

- I have completed several core classes and business classes.

Languages I speak English, Spanish, and Italian

EXHIBIT D

DEMONSTRATION OF FINANCIAL COMPETENCE

Optical Telephone Corporation was incorporated on March 15, 2001. As such, it does not have audited financial statements for the past three years, an income statement, or a statement of retained earnings. Despite this, as demonstrated in the Balance Sheet attached hereto, OTC maintains a current balance of \$258,144.00. Such capitalization is adequate to finance OTC's initial telecommunications service offerings.

As Optical Telephone Corporation is a switchless reseller and does not own, operate or lease telecommunications facilities, it has no lease or ownership obligations at this time.

10:45 AM
05/02/01
Accrual Basis

Optical Telephone Corporation
Balance Sheet
As of March 31, 2001

	<u>Mar 31, 01</u>
ASSETS	
Current Assets	
Checking/Savings	
Regions Bank	75,000.00
Total Checking/Savings	<u>75,000.00</u>
Total Current Assets	75,000.00
Fixed Assets	
Equipment	
Cost - Equipment	148,562.00
Total Equipment	148,562.00
Furniture	
Cost - Furniture	34,582.00
Total Furniture	<u>34,582.00</u>
Total Fixed Assets	183,144.00
TOTAL ASSETS	<u><u>258,144.00</u></u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Loan From Shareholder	258,144.00
Total Long Term Liabilities	<u>258,144.00</u>
Total Liabilities	<u>258,144.00</u>
TOTAL LIABILITIES & EQUITY	<u><u>258,144.00</u></u>

I, Mark Frost, President of Optical Telephone Corporation, hereby attest to the accuracy of the information contained herein to the best of my knowledge and belief.

Mark Frost
Mark Frost

5-23-01
Date