

ORIGINAL

040357-77

# The Helein Law Group, LLC

Telecommunications  
E Commerce  
Technology  
Corporate & Finance  
Trademarks  
Proprietary Rights  
Complex Litigation  
General Business Law

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April 21, 2004

VIA OVERNIGHT DELIVERY

Blanca S. Bayo, Director  
Division of Records & Recording  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

RECEIVED-FPSC  
04 APR 22 PM 12:32  
COMMISSION  
CLERK

Re: *United American Technology, Inc. and PromiseVision Technology, Inc.*  
Request to Transfer Certificate No. 7338 to United American  
Technology, Inc.

Dear Ms. Bayo:

United American Technology, Inc. ("UAT") and PromiseVision Technology, Inc. ("PV") (together, "the Parties"), through undersigned counsel, hereby advise the Florida Public Service Commission ("Commission") of an Asset Purchase Agreement ("APA") between the Parties whereby PV has agreed to sell and UAT has agreed to purchase PV's assets, including its Florida customers and resold long distance telecommunications license. The proposed transaction will be completed once the Parties have obtained regulatory approvals, where required. As explained below, consummation of the proposed transaction will not change the rates, terms or conditions of services currently provided by PV to its Florida customers. Therefore, other than UAT's name replacing PV's on end user bills, the proposed transaction will be entirely transparent to PV's customers.

Upon consultation with Commission staff, it was determined that the appropriate procedure for obtaining Commission approval of the transaction involved filing this letter with the Director and including in said letter a description of the proposed transaction, information regarding each of the Parties, a copy of the acquiring company's Secretary of State Certificate of Authority, a revised tariff reflecting changes to the acquiring company's name, and request for waiver of Rule 25-4.118. Wherefore, the Parties respectfully submit an original and five (5) copies of this letter and attachments for filing with the Commission. Please date-stamp and return the enclosed extra copy of this filing in the enclosed self-addressed stamped envelope.

*Orig Tariff forwarded to CUP*

RECEIVED & FILED

*Jh*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04787 APR 22 3

FPSC-COMMISSION CLERK

The Parties further state as follows:

**I. THE PARTIES**

**A. United American Technology, Inc. ("UAT")**

UAT is a privately-held corporation, organized and existing under the laws of the State of Oklahoma. UAT is registered as a foreign corporation with the Florida Secretary of State and is in good standing. *See* Exhibit A.

UAT's main office and contact information are as follows:

United American Technology, Inc.  
900 N.E. 63<sup>rd</sup> Street, Suite 100  
Oklahoma City, OK 73105  
Tel: 405-418-0340  
Fax: 405-840-9002  
Toll-Free: 800-394-2611  
E-mail: [tom@uatnow.com](mailto:tom@uatnow.com)

UAT is well-qualified, managerially, technically and financially, to assume control of PV's telecommunications operations in Florida. UAT's officers are experienced managers and have experience providing resold telecommunications services. *See* Exhibit B. UAT also has substantial financial wherewithal and access to ample capital. *See* Exhibit C.

**B. PromiseVision Technology, Inc. ("PV")**

PV is a privately-held corporation organized and existing under the laws of the State of Oklahoma. PV's main office and contact information are as follows:

PromiseVision Technology, Inc.

*Currently located at:*  
1050 East 2<sup>nd</sup> Street, #212  
Edmond, OK 73034  
Tel: 405-418-0341  
Fax: 405-418-0344  
E-mail: [sandi@ionet.net](mailto:sandi@ionet.net)

*Previously located at:*  
12211 N. Pennsylvania  
Oklahoma City, OK 73120

In Florida, PV is authorized to provide resold intrastate interexchange services pursuant to a Certificate No. 7338 issued on February 8, 2000 in Docket No. 991608-TI (Order No. PSC-00-0272-PAAA-TI).

## **II. CONTACT INFORMATION**

Questions or inquiries concerning this filing may be directed to the following counsel for the Parties:

Jonathan S. Marashlian, Esq.  
The Helein Law Group, LLP  
8180 Greensboro Drive, Suite 700  
McLean, Virginia 22102  
(703) 714-1313 (Tel)  
(703) 714-1330 (Fax)  
JSM@thlglaw.com (Email)

## **III. DESCRIPTION OF THE TRANSACTIONS**

On December 29, 2003, the Parties entered into an Asset Purchase Agreement ("APA"), whereby PV agreed to sell and UAT agreed to purchase all of PV's assets. Closing of the APA is contingent upon obtaining regulatory approvals of the transaction, where required. Pending closing of the APA in each relevant jurisdiction, UAT will manage PV's assets pursuant to a Management Agreement.

Upon obtaining regulatory approval, PV customers will be provided at least thirty (30) days' notice prior to the closing of the transaction. This notice will inform PV customers that: (1) after 30 days UAT will become their new long distance provider, (2) they may elect a different carrier without incurring any charges within the 30-day period, (3) the only change they will see on their bill is UAT's name replacing PV's and (4) all rates, terms and conditions they currently enjoy will not change.

To reflect the name change that will result from the proposed transaction, UAT submits its Florida P.S.C. Tariff No. 2. *See* Exhibit D. Tariff No. 2 cancels and replaces in its entirety, PromiseVision Technology, Inc.'s Tariff No. 1. Tariff No. 2 contains the services, rates, terms and conditions applicable to customers who took service pursuant to PromiseVision Technology, Inc.'s Tariff No. 1 and will serve as UAT's initial Florida tariff.

**IV. REQUEST FOR WAIVER OF RULE 25-4.118**

Rule 25-4.118 of the Florida Administrative Code requires that a customer's service provider cannot be changed without the customer's authorization. UAT respectfully requests waiver of Rule 25-4.118.

Due to the number of Florida customers affected by the proposed transaction between UAT and PV, UAT is unlikely to be able to affirmatively contact, solicit and obtain appropriate verification from each subscriber on an expeditious basis. Absent a waiver, any subscriber that UAT is unable to contact before closing the APA risks losing service or being charged higher rates than those that UAT will apply. It is of paramount importance to UAT and PV to ensure a seamless transition of the affected PV customers without inconveniencing the customers or interrupting service. Further, prompt approval of this request will enable the companies to consummate the asset acquisition at the earliest opportunity.

UAT and PV submit that the impact of the customer transfer on Florida customers will be minimal. As indicated in Section III, if a waiver is granted and the APA closes, the only change customers will experience will be UAT's name replacing PV's on their bills. Moreover, customers affected by the transfer will be provided notice. The customer notice complies with the requirements established by the FCC for interstate carrier-to-carrier customer base transfers and: (1) ensures that all customers are adequately informed of their rights; (2) advises them that their service will continue uninterrupted at the same or lower rates; and (3) informs them that they will not incur preferred carrier change charge (or any charge) as a result of the proposed transfer.

By granting this waiver request to allow the transfer of these customers via notification as described herein, the Commission will ensure that the policy goals which underlie the carrier change rules are served but in a more efficient fashion that will permit UAT to transfer seamlessly PV's customers to its service without any disruption in service.

The circumstances involved in the instant filing are similar to those in which the Commission has previously found sufficient to justify a waiver of these rules for other carriers.

For the above reasons, Petitioners believe that a waiver of the customer verification requirements of Rule 25-4.118 is in the public interest.

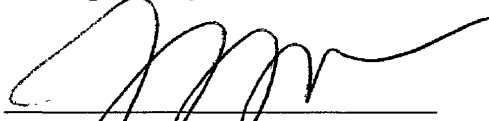
**V. PUBLIC INTEREST CONSIDERATIONS**

The Parties respectfully submit that the proposed transaction serve the public interest. In particular, the Parties submit that (1) UAT holds the managerial, technical, and financial qualifications to acquire control of PV; (2) the transaction will benefit competition in the Florida telecommunications market by enabling UAT to assume direct and ultimate responsibility to the customers it is currently serving under a Management Agreement thereby allowing UAT to grow as an effective competitor in Florida; and (3) the transaction will assure that there is no disruption of service and will be virtually transparent to existing PV customers.

**VI. CONCLUSION**

Wherefore, the Parties respectfully request that the Commission take such actions as are necessary to transfer PV's intrastate telecommunications authority to UAT and approve UAT's proposed P.S.C. Tariff No. 2.

Respectfully submitted,



Jonathan S. Marashlian  
THE HELEIN LAW GROUP, LLP  
8180 Greensboro Drive,  
Suite 700  
McLean, Virginia 22102  
(703) 714-1313 (Tel)  
(703) 714-1330 (Fax)  
JSM@thlglaw.com (Email)

**EXHIBIT A**

**UAT Certificate of Authority from Florida Secretary of State**

# State of Florida



## Department of State

I certify from the records of this office that UNITED AMERICAN TECHNOLOGY, INC., is a corporation organized under the laws of Oklahoma, authorized to transact business in the State of Florida, qualified on April 8, 2004.

The document number of this corporation is F04000002064.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifteenth day of April, 2004



CR2EO22 (2-03)

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by UNITED AMERICAN TECHNOLOGY, INC., an Oklahoma corporation, authorized to transact business within the State of Florida on April 8, 2004 as shown by the records of this office.

The document number of this corporation is F04000002064.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifteenth day of April, 2004



CR2EO22 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State



**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**

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

1. United American Technology, Inc.  
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Oklahoma 3. 77-0611780  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. 10/28/2003 5. Perpetual  
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification  
(Date first transacted business in Florida. If corporation has not transacted business in Florida, insert "upon qualification.")  
(SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 900 N.E. 63rd Street, Suite 100, Oklahoma City, Oklahoma 73105  
(Principal office address)  
900 N.E. 63rd Street, Suite 100, Oklahoma City, Oklahoma 73105  
(Current mailing address)

8. Telecommunications Services  
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: NRAI Services, Inc.

Office Address: 526 E. Park Avenue

Tallahassee, Florida 32301  
(City) (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.

  
(Registered agent's signature)

Jackie Sorman, 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.

12. Names and business addresses of officers and/or directors:

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
04 APR - 8 PM 12:42

**EXHIBIT B**

**UAT Management Bios**

## **Professional Resume**

### **Tom Anderson**

#### ***Summary***

Mr. Anderson brings to United American Technology, Inc. over 10 years of experience in the telecommunications industry. Throughout his 10 plus years in the industry, Mr. Anderson has held several top management positions. Mr. Anderson's experiences range from sales to operations to senior management. Under Mr. Anderson's leadership, United American Technology, Inc. looks forward to providing quality telecommunications services to its customers and future growth and expansion.

#### ***Employment Experience***

United American Technology, Inc. – Chief Executive Officer, 2003 – present

As CEO of UAT, I am responsible for overseeing, managing and guiding the day-to-day business of the company.

PromiseVision Technology, Inc. – Director of Operations, 1999 – 2003

As Director of Operations of PromiseVision, I was responsible for coordinating technical, administrative, regulatory and business operations of the company.

AmeriVision Communications, Inc. – Vice President of Sales, 1993 – 1998

As Vice President of Sales of AmeriVision Communications, Inc., I managed several major customer accounts, including: Concerned Women for America, Christian Broadcasting Network, Christian Coalition, Trinity Broadcasting Network and Jay Sekulow Live. My duties included day-to-day supervision of customer sign ups and complaints. I was responsible for providing detailed reports of daily activities on behalf of various organizations. In addition, as Vice President of Sales, I was responsible for overseeing a staff of sales people.

#### ***Educational Background***

University of Central Oklahoma  
Bachelor's Degree – Graduating class of 1992

## **Professional Resume**

### **John Bachman**

#### *Summary*

Mr. Bachman is the founder and President of United American Technology, Inc. Mr. Bachman is a successful entrepreneur, having established, managed, and grown several business ventures in various fields for over 25 years. Mr. Bachman's experiences range from sales to operations to senior management. Mr. Bachman has a demonstrated ability to take unexciting, unprofitable companies and turn them into successful and marketable enterprises. Under Mr. Bachman's leadership, United American Technology, Inc. looks forward to providing quality telecommunications services to its customers and future growth and expansion.

#### *Employment Experience*

United American Technology, Inc. – President, 2003 – present

As President of UAT, I am responsible for overseeing, managing and guiding the day-to-day business of the company.

Media Partners of America – Co-owner

Media Partners of America is one of the fastest growing advertising companies in the state of Oklahoma. As co-owner of Media Partners of America, UAT will be given unrivaled sales and marketing channels and opportunities. For example, at Media Partners of America:

- **Marketing and Advertising** – We create efficient and effective marketing campaigns aimed at the specific target audience.
- **Television and Radio Ad Placement** - With our years of media negotiating experience, our clients enjoy peace of mind. They know that we have represented their companies in a wonderful way, providing them with the most efficient media campaign possible.
- **Newspaper, Magazine & Billboard Ad Placement** - Our Clients can expect efficient print ad placement and creative, eye-catching designs.
- **Script Writing** - We work closely with our Partner Clients during this process to ensure we convey the proper advertising message to the public.

#### *Hearing Aid Industry Experience*

Mr. Bachman also has over 25 years of experience in various facets of the hearing aid business. At one point, Mr. Bachman was responsible for over \$30 million a year in hearing aid business.

**EXHIBIT C**

**UAT Financial Information**

United American Technology, Inc.  
Balance Sheet  
December 31, 2003

ASSETS

Current Assets		
Checking - BancFirst 6003980	\$	1,996,974.48
Operating - Local #717235915		569.08
Checking - BancFirst Sweep		3,776.84
Cash - Local OK C.D.		15,000.00
A/R - Tom Anderson		45,000.00
A/R - Willeta Thompson		82,000.00
A/R - Ron Taylor		17,710.00
A/R - Edwin Perez		8,000.00
A/R - LEC Billing		6,740.43
A/R - Direct Bill		5,999.67
A/R - Residual Carriers		1,998.53
Employee Advances		5,976.15
		<hr/>
Total Current Assets		2,189,745.18
Property and Equipment		
Furniture and Fixtures		25,000.00
Equipment		46,000.00
Automobiles		9,000.00
		<hr/>
Total Property and Equipment		80,000.00
Other Assets		
Deposits		1,020.00
Market Share Inventory		451,700.00
		<hr/>
Total Other Assets		452,720.00
		<hr/>
Total Assets	\$	<u><u>2,722,465.18</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	146.56
A/P - Quest		129,811.42
A/P - Amex		5,360.94
A/P - P/R Accrual		6,856.57
N/P - Promisevision Merger		149,623.98
N/P - POK		2,000.00
A/P - TIS		3,891.62
N/P - John Bachman (ST)		2,800.00
N/P - Nazarene Church (ST)		23,750.00
N/P - NEC Phone Equip (ST)		52,778.80
N/P - Equip Citicorp (ST)		792.83
N/P - Equip Wells Fargo (ST)		126.29
N/P - Local OK Bank (ST)		65,580.25
N/P - Local OK - Auto (ST)		8,253.85
N/P - Local OK - C.D. (ST)		12,394.52
		<hr/>
Total Current Liabilities		464,167.63
Long-Term Liabilities		
		<hr/>
Total Long-Term Liabilities		0.00
		<hr/>
Total Liabilities		464,167.63

Unaudited - For Management Purposes Only

United American Technology, Inc.  
Balance Sheet  
December 31, 2003

Capital		
Common A	100.00	
Common B	100.00	
Paid-in Capital	2,000,000.00	
Net Income	258,097.55	
	<hr/>	
Total Capital		2,258,297.55
		<hr/>
Total Liabilities & Capital	\$	2,722,465.18
		<hr/> <hr/>

United American Technology, Inc.  
Income Statement  
For the Twelve Months Ending December 31, 2003

	Current Month		Year to Date	
<b>Revenues</b>				
Direct Bill Revenue	\$ 0.00	0.00	\$ 0.00	0.00
Revenue - Lec	6,740.43	2.59	6,740.43	2.59
Bonus Fees	620.00	0.24	620.00	0.24
Sales Unlimited Residual	3,497.75	1.35	3,497.75	1.35
Sales #3	0.00	0.00	0.00	0.00
Interest Income	1.24	0.00	7.55	0.00
Market Share	248,700.00	95.72	248,700.00	95.71
MGMT Fee Income	270.00	0.10	270.00	0.10
Finance Charge Income	0.00	0.00	0.00	0.00
Shipping Charges Reimbursed	0.00	0.00	0.00	0.00
Sales Returns and Allowances	0.00	0.00	0.00	0.00
Sales Discounts	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>259,829.42</b>	<b>100.00</b>	<b>259,835.73</b>	<b>100.00</b>
<b>Cost of Sales</b>				
Cost of Goods Sold #1	0.00	0.00	0.00	0.00
Cost of Goods Sold #2	0.00	0.00	0.00	0.00
COGS - Carrier Fees	0.00	0.00	0.00	0.00
COGS - Internet Ser. Fees	90.73	0.03	90.73	0.03
Cost of Sales-Salaries and Wag	0.00	0.00	0.00	0.00
Cost/Sales-Telemarket Con Lab	368.28	0.14	368.28	0.14
Cost of Sales-Postage	0.00	0.00	0.00	0.00
COGS-Supplies Expense-Telemark	0.00	0.00	0.00	0.00
COGS - PRINTING EXPENSE	0.00	0.00	0.00	0.00
COGS-Prof Serv-Telecomm Exp	0.00	0.00	0.00	0.00
COGS-Security Expense	0.00	0.00	0.00	0.00
COGS-Switch Fees	0.00	0.00	0.00	0.00
Cost of Sales-DB Tax Process	0.00	0.00	0.00	0.00
COGS - Telemarket Acct. Fee	0.00	0.00	0.00	0.00
COGS-Advertising, Telemarketing	0.00	0.00	0.00	0.00
COGS-Rent or Lease Expense	0.00	0.00	0.00	0.00
Purchase Returns and Allowance	0.00	0.00	0.00	0.00
Purchase Discounts	0.00	0.00	0.00	0.00
<b>Total Cost of Sales</b>	<b>459.01</b>	<b>0.18</b>	<b>459.01</b>	<b>0.18</b>
<b>Gross Profit</b>	<b>259,370.41</b>	<b>99.82</b>	<b>259,376.72</b>	<b>99.82</b>
<b>Expenses</b>				
Default Purchase Expense	0.00	0.00	0.00	0.00
Advertising Expense	200.00	0.08	200.00	0.08
Amortization Expense	0.00	0.00	0.00	0.00
Auto Expenses	0.00	0.00	0.00	0.00
AUTO EXPENSES (P/R)	0.00	0.00	0.00	0.00
Bad Debt Expense	0.00	0.00	0.00	0.00
Bank Charges	144.79	0.06	150.94	0.06
Service Fees	<24.02>	<0.01>	<24.02>	<0.01>
Cash Over and Short	0.00	0.00	0.00	0.00
Charitable Contributions Exp	0.00	0.00	0.00	0.00
Commissions and Fees Exp	0.00	0.00	0.00	0.00
Depreciation Expense	0.00	0.00	0.00	0.00
Dues and Subscriptions Exp	0.00	0.00	0.00	0.00
Employee Benefit Programs Exp	0.00	0.00	0.00	0.00
Freight Expense	0.00	0.00	0.00	0.00
Gifts Expense	0.00	0.00	0.00	0.00
Income Tax Expense	0.00	0.00	0.00	0.00

For Management Purposes Only



United American Technology, Inc.  
Income Statement  
For the Twelve Months Ending December 31, 2003

	Current Month		Year to Date	
Insurance Expense	161.77	0.06	161.77	0.06
Workers Comp Insurance	0.00	0.00	0.00	0.00
Interest Expense	111.42	0.04	111.42	0.04
Laundry and Clearing Exp	0.00	0.00	0.00	0.00
Legal and Professional Expense	0.00	0.00	0.00	0.00
Professional Fees - Computer E	0.00	0.00	0.00	0.00
Licenses Expense	0.00	0.00	0.00	0.00
Loss on NSF Checks	0.00	0.00	0.00	0.00
Maintenance Expense	0.00	0.00	0.00	0.00
Meals and Entertainment Exp	0.00	0.00	0.00	0.00
Office Expense	0.00	0.00	0.00	0.00
Payroll Tax Expense	0.00	0.00	0.00	0.00
SUTA - P/R Tax Expense	0.00	0.00	0.00	0.00
FUTA - P/R Tax Expense	0.00	0.00	0.00	0.00
PRIVILEGE TAX	0.00	0.00	0.00	0.00
Contract Labor	270.00	0.10	270.00	0.10
Advisory Fee	0.00	0.00	0.00	0.00
Other Taxes	0.00	0.00	0.00	0.00
Postage Expense	0.00	0.00	0.00	0.00
Printing	146.56	0.06	146.56	0.06
Rent or Lease Exp - ADMIN	0.00	0.00	0.00	0.00
Repairs Expense	262.50	0.10	262.50	0.10
Supplies Expense	0.00	0.00	0.00	0.00
Computer/IT Expense	0.00	0.00	0.00	0.00
Telephone Expense	0.00	0.00	0.00	0.00
Travel Expense	0.00	0.00	0.00	0.00
Salaries Expense	0.00	0.00	0.00	0.00
Wages Expense	0.00	0.00	0.00	0.00
Utilities Expense	0.00	0.00	0.00	0.00
Other Expense	0.00	0.00	0.00	0.00
Purchase Disc-Expense Items	0.00	0.00	0.00	0.00
Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00
<b>Total Expenses</b>	<b>1,273.02</b>	<b>0.49</b>	<b>1,279.17</b>	<b>0.49</b>
<b>Net Income</b>	<b>\$ 258,097.39</b>	<b>99.33</b>	<b>\$ 258,097.55</b>	<b>99.33</b>

**AFFIDAVIT**

STATE OF OKLAHOMA

COUNTY OF Cleveland )  
 )

SS

Personally appeared before the undersigned, and officer duly authorized to administer oaths, Tom Anderson, who first being duly sworn, deposes and says:

- I am of lawful age;
- I am Chief Executive Officer of United American Technology, Inc.,
- I have reviewed the unaudited balance sheet and income statement of United American Technology, Inc. for the year ended December 31, 2003, and I affirm they are true and accurate.

I do solemnly swear under penalty of perjury.

Tom Anderson

(Signature of Affiant)

Subscribed and sworn before me, this

9 day of March, 2004.

(SEAL)



My Commission Expires

Jan 14, 2008

**EXHIBIT D**

**UAT Proposed P.S.C. Tariff No. 2**

**TITLE SHEET**

**FLORIDA INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

**OF**

**United American Technology, Inc.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by United American Technology, Inc. ("UAT") within the State of Florida. UAT's principal offices are located at 900 N.E. 63rd Street, Suite 100, Oklahoma City, Oklahoma 73105. This tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

**NOTES:**

1. United American Technology, Inc.'s Florida Tariff No. 2 cancels and replaces in its entirety, PromiseVision Technology, Inc.'s Florida Tariff No. 1.
2. This Florida Tariff No. 2 contains the services, rates, terms and conditions applicable to customers who took service pursuant to PromiseVision Technology, Inc.'s Florida Tariff No. 1.

---

**Issued:**

**Effective:**

**Issued by:** John Bachman, President  
900 N.E. 63rd Street, Suite 100  
Oklahoma City, Oklahoma 73105

---

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>
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 *
24	Original *

\* - indicates those pages includes with this filing

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**SYMBOLS**

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

- D** - Delete or discontinue.
- I** - Change Resulting in an increase to a Customer's bill.
- M** - Moved from another tariff location.
- N** - New
- R** - Change resulting in a reduction to a Customer's bill.
- T** - Change in text or regulation, but no change in rate or charge.

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## TARIFF FORMAT

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

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).

**D. Check Sheets** - When a tariff filing is made with the FPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Customer's location to an United American Technology, Inc. switching center or designated point of presence.

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

**Customer or End User** - 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.

**Company or Carrier** - United American Technology, Inc. unless otherwise clearly indicated by the context.

**Commission** - The Florida Public Service Commission.

**Day** - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**Evening** - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

**FPSC** - Florida Public Service Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.**

**Holidays** - The Company observes the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**LEC** - Local Exchange Company.

**Night/Weekend** - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

**UAT** - Used throughout this tariff to mean United American Technology, Inc.

**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 purposed of rating calls.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of United American Technology, Inc.**

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

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

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.2 Limitations**

- 2.2.1 Service is offered in Equal Access areas only.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.3 UAT 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.
- 2.2.4 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.
- 2.2.5 All facilities provided under this tariff are directly controlled by United American Technology, Inc. and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.6 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.
- 2.2.7 Customers reselling or rebilling services must have a certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.3 Use**

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

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.4 Liabilities of the Company**

- 2.4.1** UAT'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.
- 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, tradename 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.
- 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.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.5 Deposits**

The Company does not require a deposit from the Customer.

**2.6 Advance Payments**

For Customers whom the Company feels an advance payment is necessary, UAT reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

**2.7 Taxes**

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

**2.8 Terminal Equipment**

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 telephone set, PBX or key system. 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 premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.9 Installation and Termination**

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 UAT. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the FPSC. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.11 Cancellation by Customer**

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

**2.12 Interconnection**

Service furnished by UAT may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with UAT's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.13 Refusal or Discontinuance by Company**

UAT may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements. (See Sections 2.5 and 2.6 of this Tariff for the Company's current Deposit and Advance Payment practices.)
- (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases.
- (g) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.13 Refusal or Discontinuance by Company (continued)**

- (h) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (i) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (j) For failure of the Customer to make proper application for service.
- (k) For Customer's breach of the contract for service between the Company and the Customer.
- (l) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (m) For periods of inactivity over sixty (60) days.

**2.14 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.15 Tests, Pilots, Promotional Campaigns and Contests**

The Carrier may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Tests, promotions, waivers, etc. will have specific starting and ending dates. Promotions will be filed as part of this tariff and no single promotion will run longer than ninety (90) days over a twelve month period.

**2.16 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier'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 Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. 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 Carrier's terminal. Interruptions caused by Customer-provided or Carrier-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.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 General**

Service is offered to residential or business customers and is available from equal access originating end offices only.

**3.2 Timing of Calls**

**3.2.1** Long distance usage charges are based on the actual usage of UAT's network. The Company will determine that a call has been established through industry standard answer detection methods, including software detection and hardware answer detection, where available.

**3.2.2** Chargeable time for a call ends upon disconnection by either party.

**3.2.3** The minimum call duration and initial period for billing purposes is one minute.

**3.2.4** Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.

**3.2.5** No charges apply for incomplete calls.

**3.2.6 Minimum Call Completion Rate**

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all FG D services "1+" dialing).

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.**

**3.3 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 distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1        Obtain the "V" and "H" coordinates for the serving wire center of the originating and the destination points.
- Step 2        Obtain the difference between the "V" coordinates of each of the wire centers. Obtain the difference between the "H" coordinates.
- Step 3        Square the differences obtained in Step 2.
- Step 4        Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5        Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6        Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

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

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.**

**3.4 UAT Direct Dial Service**

UAT Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

**3.5 UAT Calling Card Service**

UAT Calling Card Service is available to Customers in the State of Oklahoma. To access this service, the Customer dials a toll-free access number provided by the Company. Calls are processed by a live or automated Company operator. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

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**SECTION 4 - RATES**

**4.1 General**

Each Customer is charged individually for each call placed through the Carrier. Charges are computed on an airline mileage basis as described in Section 3.3 of this tariff.

Rates vary by mileage band, time of day, day of week, call duration and product type.

Customers are billed based on their use of UAT's long distance service. No installation charges or fixed monthly recurring charges apply. Volume discounts based on the customer's total monthly usage may apply.

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**SECTION 4 - RATES, CONT'D.**

**4.2 Time of Day Rate Periods**

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

	MON	TUES	WED	THU R	FRI	SAT	SUN
8:00 AM TO 5:00 PM *	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM *	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM *	NIGHT/WEEKEND RATE PERIOD						

\* to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call.

**4.3 Holiday Rates**

The evening rate applies to the following holidays unless a lower rate would normally apply.

New Year's Day	January 1
Independence Day	July 4
Labor Day	As nationally observed
Thanksgiving Day	As nationally observed
Christmas Day	December 25

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**SECTION 4 - RATES, CONT'D.**

**4.3 UAT Direct Dial Service**

UAT Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

**4.3.1 Rate Plan A**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.100	\$0.1000

Monthly Service Charge

\$4.95

**4.3.2 Rate Plan B**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250

Monthly Service Charge

\$1.95

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**SECTION 4 - RATES, CONT'D.**

**4.3 UAT Direct Dial Service, (Cont'd.)**

**4.3.3 Rate Plan C**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

Monthly Service Charge

None

**4.3.4 Rate Plan D**

	7:00AM until 7:00PM		7:00PM until 7:00AM	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.0700	\$0.0700

Monthly Service Charge

\$4.95

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**SECTION 4 - RATES, CONT'D.**

**4.4 UAT Calling Card Service**

UAT Calling Card Service is available to Customers in the State of Oklahoma. To access this service, the Customer dials a toll-free access number provided by the Company. Calls are processed by a live or automated Company operator. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

**4.4.1 Per Call Rates**

ALL TIMES OF DAY	
1 <sup>st</sup> Minute	Ea. Addl. Minute
\$0.2500	\$0.2500

**4.4.2 Per Call Pay Phone Surcharge**

**\$0.35**

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**SECTION 4 - RATES, CONT'D.**

**4.5 Special Promotions**

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates.

**4.6 Special Rates for the Handicapped**

**4.6.1 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 50 within a billing cycle.

**4.6.2 Hearing and Speech Impaired Persons**

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

**4.6.3 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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