



**BUSINESS  
OPTIONS**  
INCORPORATED

2301 172<sup>nd</sup> Street  
Suite 101  
Lansing, Illinois 60438  
TEL 708-895-8788  
FAX 708-895-8507

February 29, 1996

Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32317

Dear Sir:

960294-TI

Enclosed are the original and twelve (12) copies of Business Options, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding the application or tariff should be referred to Barbara Lowe, Vice President, Visiology, Inc., 4960 Mountain View Parkway, Birmingham, Alabama 35244. Barbara is our regulatory consultant and can be reached at (205) 991-7810.

Your assistance in this matter is greatly appreciated.

Sincerely,



Kurtis Kintzel  
Chief Executive Officer

Enclosures

DOCUMENT NUMBER-DATE  
02755 MAR-6 88  
FPSC-RECORDS/REPORTING

# BUSINESS OPTIONS

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Sincerely,

*Kurt Knittel*

**BUSINESS OPTIONS**

PH 708-895-8788 FAX 708-895-8507  
2301 - 172ND ST., STE 101  
LANSING, IL 60438

4526

2-1/710  
BRANCH 1833

PAY TO THE ORDER OF Florida Public Service Commission March 5 19 96 \$ 250.00  
Two Hundred Fifty and 00/100 DOLLARS

**FIRST CHICAGO**  
The First National Bank of Chicago  
Chicago, Illinois 60670

VOID AFTER 60 DAYS

FOR certification Application Fee Teresa Jones

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

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**  
101 E. Gains Street  
Fletcher Building  
Tallahassee, Florida 32399-0866

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**WITHIN THE STATE OF FLORIDA**

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**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have any questions about completing the form, contact:

Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
101 East Gaines Street  
Tallahassee, Florida 32399-0866  
(904) 488-1280

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

Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, Florida 32399-0850  
(904) 488-4733

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

- Original Authority (New Company)
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To a noncertificated company).
- Approval for transfer of control (To another certificated company).

2. The legal name of the applicant:

**Business Options, Inc.**

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

**Business Options, Inc.**

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

**2301 172nd Street, Suite 101  
Lansing, Illinois 60438**

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

**NONE**

6. Structure of organization;

- Individual
- Foreign Corporation
- General Partnership
- Other, \_\_\_\_\_
- Corporation
- Foreign Partnership
- Limited Partnership

7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

**Applicant is a corporation.**

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

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

Fictitious name registration number: \_\_\_\_\_

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.
  - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

8. If incorporated, Please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter Number: Will be late filed.

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

**NRAI Services, Inc.  
526 E. Park Avenue  
Tallahassee, FL 32301**

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

**None.**

- (c) (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. None.
9. Who will serve as liaison with the commission in regard to (please give name title, address and telephone number) :

- (a) The application;  
**Barbara Lowe, Vice President, Visiology, Inc.**  
**4960 Mountain View Parkway**  
**Birmingham, Alabama 35244**  
**(205) 991-7810**
- (b) Official point of Contact for the ongoing operations of the company;  
**Joe Juarez, Chief Operating Officer**  
**Business Options, Inc.**  
**2301 172nd Street, Suite 101**  
**Lansing, Illinois 60433**  
**(708) 895-8788**
- (c) Tariff;  
**Barbara Lowe. See (a) above.**
- (d) Complaints/ Inquiries from customers;  
**Joe Juarez. See (b) above**

10. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.  
**None. The Applicant is not an interexchange carrier. The Applicant is a reseller and does not own, control, operate, or manage any transmission facilities with the technological capability to provide telecommunications service within the state**
- (b) Has applications pending to be certificated as an interexchange carrier.  
**None.**
- (c) Is certificated to operate as an interexchange carrier.  
**The Applicant has the authority to resell telecommunications in the state of Illinois.**
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.  
**None.**

- (e) Has 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.

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

MTS with distance sensitive per minute rates  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS with route specific rates per minute  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.)

800 Service (Toll Free)

WATS type service (Bulk or volume discount)  
 Method of access is via dedicated access  
 Method of access is via switched access

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

Travel Service  
 Method of access is 950  
 Method of access is 800 or 888

900 Services

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

Services included are:

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

Other:

**The applicant will offer inbound and outbound long distance services. A detailed service description is provided in Section 3 of the proposed tariff attached hereto as Attachment H.**

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

To place an outbound long distance call, the end user dials 1+ the called number. 800 calls are completed by dialing 1+800+ the called number. To reach directory assistance outside of the end user's area code, the end user dials 1 + area code + 555-1212. Calling card calls are completed by dialing 1+ a universal 800 or 888 number, the called number, and the calling card code. To reach the long distance operator of the underlying carrier, the end user dials 00- or 0+ the called number.

13. What services will the applicant offer to other certified telephone companies:

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



14. Will your marketing program:

- (Y) Pay commissions?
- (N) Offer sales franchises?
- (N) Offer multi-level sales incentives?
- (Y) Offer other sales incentives?

15. Explain any of the offers checked above (To whom, what amount, type of franchise, etc.).

**See Attachment G.**

16. Who will receive the bills for your service (Check all that apply)?

- (X) Residential customers. (X) Business customers.
- ( ) PATS providers. ( ) PATS station end-users.
- ( ) Hotels & motels. ( ) Hotel & motel guests.
- ( ) Universities. ( ) Univ. dormitory residents.
- ( ) Other: (specify) \_\_\_\_\_.

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not, why?

**Yes**

(b) Provide the name and address of the firm who will bill for your service.

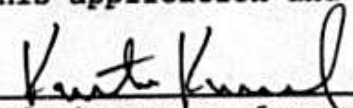
**Business Options, Inc. uses direct billing, LEC billing, credit card billing, and auto debit authorization.**

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

**See Attachment H.**

**\*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commissions' Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Kurtis Kintzel   
Typed name and signature of owner  
or chief officer

February 29, 1996  
Date

**ATTACHMENTS:**

- A - CERTIFICATE TRANSFER STATEMENT (Not Applicable)
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES  
(Not Applicable)
- E - GLOSSARY (Not Applicable)

**\*\* APPENDIX A \*\***

**CERTIFICATE TRANSFER STATEMENT**

**NOT APPLICABLE**

**\*\*APPENDIX B\*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

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

**Kurtis Kintzel**

Typed name and signature of Owner or Chief officer

**Chief Executive Officer**

Title

**February 29, 1996**

Date

**\*\* APPENDIX C \*\***

**INTRASTATE NETWORK**

1. **POP:** Address where located, and indicate if owned or leased.

1) N/A 2)

3) 4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) N/A 2)

3) 4)

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) POP-to-POP                      TYPE                      OWNERSHIP

2) N/A

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

**Service may be provided from any exchange in the State of Florida.**

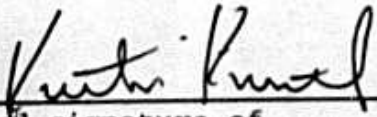
5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirement contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Our understanding of Commission Rule 25-24.471 (4) (a) is that the intra-EAEA restriction has been lifted for 950, 10XXX, 800, and 1+ calls placed via dedicated access, and that the LEC will not forward to the underlying carrier, Worldcom Networks Services, Inc. d/b/a WiTel Network Services, any intra-EAEA calls placed over switched access lines.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not ( X ) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

Kurtis Kintzel

  
Typed name and signature of  
Owner or Chief officer

Chief Executive Officer

Title

February 29, 1996

Date

**\*\*APPENDIX D\*\***

**FLORIDA TELEPHONE EXCHANGES**


**AND**

**EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

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

**Kurtis Kintzel**

  
Typed Name and signature of  
Owner/Chief Officer

**Chief Executive Officer**

Title

**February 29, 1996**

Date

All outbound services that utilize switched access to reach the long distance network are available in equal access areas. All inbound services and all outbound services using dedicated access to reach the long distance network are available statewide.

## **ATTACHMENT F**

### **DIRECTORS, OFFICERS, AND STOCKHOLDERS**

<b>Business Options, Inc. Officers, Directors, and Shareholders</b>		
<b>Name / Title</b>	<b>Address</b>	<b>Shares</b>
<b>Kurtis J. Kintzel CEO, Director</b>	<b>2301 172nd Street, Suite 101 Lansing, Illinois 60438</b>	<b>86%</b>
<b>Joseph Juarez Chief Operating Officer, Secretary/Treasurer, Director</b>		<b>0%</b>
<b>Andrew Hastings</b>	<b>24430 Hawthorne Blvd. Santa Rosa, California 95409</b>	<b>6%</b>
<b>Dana Family Trust</b>	<b>668 E. 44th Street Indianapolis, Indiana 46205</b>	<b>6%</b>



## **ATTACHMENT G**

### **EXPLANATION OF SALES COMMISSIONS**

Business Options, Inc. plans to utilize several selling channels including direct sales by headquarters employees, inhouse telemarketing, independent sales agents, and sales through affinity groups. Headquarter's personnel are salaried and do not receive a sales commission. Sales agents and affinity groups receive a commission based on long distance usage. While not part of the initial sales and marketing plan, Business Options, Inc. may use sales incentive programs.

**ATTACHMENT H**

**PROPOSED TARIFF**

---

NETWORK SERVICES TARIFF

---

**BUSINESS OPTIONS, INC.**

THIS TARIFF CONTAINS THE  
REGULATIONS AND RATES APPLICABLE TO THE PROVISION  
OF INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF FLORIDA

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Business Options, Inc. with principal offices at 2301 172nd Street, Suite 101, Lansing, Illinois 60438. This Tariff applies to services furnished within the state of Florida. This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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Issued: February 29, 1996

Effective: \_\_\_\_\_

by:

Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438

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NETWORK SERVICES TARIFF

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CHECK SHEET

Sheets 1- 70 of this Tariff is effective as of the date shown at the bottom of the sheet. Original and revised sheets as named below comprise all changes from the original Tariff.

<u>SHEET</u>	<u>REVISION</u>
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
5	Original Sheet
6	Original Sheet
7	Original Sheet
8	Original Sheet
9	Original Sheet
10	Original Sheet
11	Original Sheet
12	Original Sheet
13	Original Sheet
14	Original Sheet
15	Original Sheet
16	Original Sheet
17	Original Sheet
18	Original Sheet
19	Original Sheet
20	Original Sheet

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Issued: February 29, 1996

Effective: \_\_\_\_\_

by:

Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438

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NETWORK SERVICES TARIFF

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**CHECK SHEET** (continued)

<u>SHEET</u>	<u>REVISION</u>
21	Original Sheet
22	Original Sheet
23	Original Sheet
24	Original Sheet
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet
36	Original Sheet
37	Original Sheet
38	Original Sheet
39	Original Sheet
40	Original Sheet

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Issued: February 29, 1996

Effective: \_\_\_\_\_

by:

Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438

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**NETWORK SERVICES TARIFF**

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**CHECK SHEET** (continued)

<u>SHEET</u>	<u>REVISION</u>
41	Original Sheet
42	Original Sheet
43	Original Sheet
44	Original Sheet
45	Original Sheet
46	Original Sheet
47	Original Sheet
48	Original Sheet
49	Original Sheet
50	Original Sheet
51	Original Sheet
52	Original Sheet
53	Original Sheet
54	Original Sheet
55	Original Sheet
56	Original Sheet
57	Original Sheet
58	Original Sheet
59	Original Sheet
60	Original Sheet

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Issued: February 29, 1996

Effective: \_\_\_\_\_

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Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438

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NETWORK SERVICES TARIFF

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**CHECK SHEET** (continued)

<u>SHEET</u>	<u>REVISION</u>
61	Original Sheet
62	Original Sheet
63	Original Sheet
64	Original Sheet
65	Original Sheet
66	Original Sheet
67	Original Sheet
68	Original Sheet
69	Original Sheet
70	Original Sheet

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Issued: February 29, 1996

Effective: \_\_\_\_\_

by:

Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438

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**NETWORK SERVICES TARIFF**

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Issued: February 29, 1996

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Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438



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NETWORK SERVICES TARIFF

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

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

- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated
- N - New rate or regulation
- R - Reduction
- T - Change in text or regulation, but no change in rate

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Issued: February 29, 1996

Effective: \_\_\_\_\_

by:

Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438

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NETWORK SERVICES TARIFF

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right 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.
- C. Paragraph Numbering Sequence - There are seven 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
- 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.

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Issued: February 29, 1996

Effective: \_\_\_\_\_

by:

Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438

NETWORK SERVICES TARIFF

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

---

**ATU:** ATU stands for "Average Total Usage."

**ANI:** ANI stands for "Automatic Number Identification."

**Applicant:** Applicant is any entity or individual who applies for service under this Tariff.

**Average Total Usage:** Average Total Usage is calculated by averaging the most recent three months' interstate, intrastate, and international usage for all ANIs to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for all locations will be included in the calculation. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine ATU by averaging more than three month's bills.

**Business Affinity Group:** A trade association representing business entities or individuals within an industry, profession, or business classification, or a commercial organization with affiliated franchises, independent agents, independent distributors, business in common or other multiple commercial representatives (e.g. an entity providing a reservation system and its users, an entity and its major suppliers, an entity and its independent dealerships, a service entity and the business to which it provides services under contract), a professional trade association representing state associations, or a buying group not organized for the purpose of qualifying for the discounts provided for herein. Unless otherwise specified in this Tariff or in the agreement with the Business Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the Affinity Group and later cease to be members.

**Business Customer:** A Business Customer is a Customer whose use of the service is for a business, professional, institutional, or occupational purpose.

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Issued: February 29, 1996

Effective: \_\_\_\_\_

by:

Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438

**NETWORK SERVICES TARIFF**

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**CAP:** CAP is an acronym for Competitive Access Provider, which is any provider of local access service other than the Local Exchange Carrier.

**Company:** Company refers to Business Options, Inc.

**Commission:** Commission refers to the Florida Public Service Commission or any succeeding agency.

**Credit Card:** Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

**Customer:** The Customer is a person or legal entity which subscribes to service from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Dedicated Access:** If a Customer's location has a direct path to the network of the Underlying Carrier, it is considered Dedicated Access. In telecommunications terminology, this is also referred to as "special access."

**DUC:** DUC stands for "Designated Underlying Carrier."

**Employees:** The term "Employees" refers to the active and retired employees of the Company, affiliates, and any other groups designated by the Company.

**InterLATA Call:** An interLATA call is any call that originates in one LATA and terminates in a different LATA.

**IntraLATA Call:** An intraLATA call is any call that originates and terminates within the same LATA.

Issued: February 29, 1996

Effective: \_\_\_\_\_

by:

Kurtis J. Kintzel, CEO  
2301 172nd Street, Suite 101, Lansing, Illinois 60438

NETWORK SERVICES TARIFF

---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

---

**IXC:** IXC stands for "Interexchange Carrier."

**LEC:** LEC stands for "Local Exchange Carrier."

**LATA:** LATA stands for "Local Access Transport Area," which is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

**Modification of Final Judgment:** Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.D.C. 1982).

**NXX:** NXX represents the first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

**PBX:** PBX stands for "Private Branch Exchange."

**PIC:** PIC stands for "Primary Interexchange Carrier."

**PIN:** PIN is an acronym for "Personal Identification Number" which is a unique number assigned for the purpose of accessing service.

**POP:** POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CAP hands off the traffic of the Company's Customers to the DUC or the Company; or (c) the location where the Customer's facility interconnects with the DUC or the Company.

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NETWORK SERVICES TARIFF

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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**PSC:** PSC stands for Public Service Commission of Florida.

**Reseller:** Reseller denotes a Customer that resells the Company's service(s).

**Residential Affinity Group:** A Residential Affinity Group is a group with a common employer whose employer agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an Affinity Group and thereafter maintains them, the alumni of a college, university, or other institution of higher learning who are members of an association, individuals who are members of any organization or association (e.g. a professional association, non-profit organization, or buying club) where the organization or association agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an affinity group and thereafter maintains them. Unless otherwise specified in this Tariff or in the agreement with the Residential Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this Tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the affinity group and later cease to be members.

**Residential Customer:** A Residential Customer is a Customer who subscribes to a service for a non-business, non-trade, or non-professional purpose.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**State:** "State" refers to the State of Florida.

**Switched Access:** If the Customer's location has a transmission line that is switched through the LEC or CAP to reach the long distance network, the access is Switched Access.

**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance or directory assistance services resold by the Company pursuant to this Tariff.

**V&H:** V&H stands for "vertical and horizontal."

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NETWORK SERVICES TARIFF  
SECTION 2 - RULES AND REGULATIONS

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2.1 Undertaking Of The Company

This Tariff contains the description, regulations, and rates applicable to intrastate IntraLATA and intrastate InterLATA telecommunications Service offered by Business Options, Inc. with principal offices located at 2301 172nd Street, Suite 101, Lansing, Illinois 60438. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff.

2.2 Limitations On Service

- 2.2.1 Service is offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.2 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or of the provisions of this Tariff.
- 2.2.3 Service may not be transferred or assigned without Company's written consent. All regulations and conditions contained in this Tariff and all other applicable service conditions will apply to all such permitted assignees or transferees.

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NETWORK SERVICES TARIFF  
SECTION 2 - RULES AND REGULATIONS

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2.2 Limitations On Service (continued)

2.2.4 Conditions under which the Company may refuse or terminate service without liability include, but are not limited to:

- Insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or,
- Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
- The Company deems such refusal or termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,
- Use or misuse of the DUC's network or use of the network for any fraudulent or unlawful purpose; or,
- Refusal by the Customer to allow the Company reasonable access to the Customer's facilities as required to provision service; or
- If the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communication service, or its planned use of service; or

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NETWORK SERVICES TARIFF  
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2.2 Limitations On Service (continued)

2.2.4 (continued)

- If the Customer's account has suspected unauthorized or fraudulent use of service; or
- In the event of emergency or threatened or actual disruption of service to other Customers; or
- If the Customer fails to comply with a request by the Company for reasonable security for the payment of service; or
- For Customer's breach of the contract for service between Company and the Customer.

The Customer will be deemed to have canceled service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. Notwithstanding any use by the Customer of 10XXX or other carrier access codes after the Customer's account has been canceled, the Customer will be a customer and will no longer be a Customer of the Company.

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2.2 Limitations On Service (continued)

2.2.5 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

- Use of service to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with, or making connection with any service components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service; or
- Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers.

2.2.6 The Customer may not use service provided under this Tariff for any unlawful purpose.

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2.2 Limitations On Service (continued)

- 2.2.7 If the Company or the DUC learn of possible fraudulent use of any of the Company's Calling Card services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.
- 2.2.8 To control non-payment and fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any service offered under this Tariff. service will be restored as soon as it can be provided without undue risk, and only after accounts have been brought current.
- 2.2.9 The Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for service requirements such as special routing, route diversity, alternate access, or circuit conditioning.
- 2.2.10 The availability of 800 numbers from the Company is limited by the Company's ability to obtain 800 numbers from the DUC.

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2.3 Limitation Of Liability

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.16 of this Tariff, and that arises in connection with the provision of service to Customer.

2.3.1 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the service or facilities, equipment or service associated with such service.
- (B) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the provision of service when such defacement or damage is not the result of the Company's negligence.
- (C) Damages caused by the negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (E) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

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2.3 Limitation Of Liability (continued)

2.3.1 (continued)

- (F) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Tariff.
- (G) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service or device. In the case of 800 service, this also applies to third parties who dial the Customer's 800 number by mistake.
- (H) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of service.

- 2.3.2 The Company's liability, if any, with regard to the delayed Installation of facilities or commencement of service will not exceed \$1,000.

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2.3 Limitation Of Liability (continued)

- 2.3.3 With respect to service contained herein and except as otherwise provided herein, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge of the call at the time the affected call was made according to the Company's Tariff in effect at the time the call was made.
- 2.3.4 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.
- 2.3.5 If the Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer, or in circumstances in which redesign costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, Customer will be responsible for the payment of all such charges.
- 2.3.6 The Company may rely on LECs or other third parties to provision service including local access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as Customer's agent in obtaining local access or otherwise provisioning service. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer-provided facilities and equipment.

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**SECTION 2 - RULES AND REGULATIONS**

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**2.3 Limitation Of Liability (continued)**

- 2.3.7 Company will not be liable if an 800 number ordered by Customer is not available, except that where such availability is due to Company's negligence. Company's liability will be limited to the lesser of Customer's actual damages or \$1,000.
- 2.3.8 If a Customer cancels an order for service before the service begins, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges.
- 2.3.9 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF FACILITIES OR COMMENCEMENT OF SERVICE WILL NOT EXCEED \$1,000.

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2.3 Limitation Of Liability (continued)

2.3.10 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.11 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting by the Company of an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing, signed by the Company and Customer.

2.3.12 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

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2.4 Use Of Service

2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user will be permitted to use such service in the same manner as the Customer, but subject to the following conditions.

- (A) One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

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2.4 Use Of service (continued)

2.4.2 (continued)

(B) All charges for the service will be computed as if the service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each joint user or authorized user will be liable to the Company for all charges incurred as a result of its use of the Company's service. Each joint or authorized user must submit to the designated Customer a letter guaranteeing payment for the joint or authorized user's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or authorized user.

2.4.3 In addition to the other provisions in this Tariff, Customers reselling service will be responsible for all interaction and interface with their own subscribers or customers. The provision of the service will not create a partnership or joint venture between the Company and the Customer nor result in a joint offering to third parties.

2.4.4 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part; and to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.

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2.4 Use Of service (continued)

2.4.4 (continued)

Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.5 A Customer of the Company's 800 service will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.4.6 If a Customer of the Company's 800 service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail, of intent to suspend or deny service due to such non-compliance.

2.4.7 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, the Company will bill the Customer Local Access charges.

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2.5 Obligations Of The Customer

2.5.1 The Company will be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service; and
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right; and
- (C) Violations by Customer of the right to privacy; and
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; and
- (E) Claims related to lost or stolen Calling Cards, except as described in Paragraph 2.6; and
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; and
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company; and

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2.5 Obligations Of The Customer (continued)

2.5.1 (continued)

- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the Installation or the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct; and
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, Installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.
- (J) Claims arising out of the use of service or associated equipment in an unsafe manner (such as use in an explosive atmosphere), or the negligent or willful act of any person other than the Company.

2.5.2 Customer will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees), and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

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2.5 Obligations Of The Customer (continued)

- 2.5.3 The Customer will be responsible for the payment of all charges for service provided to Customer under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of service furnished to Customer under this Tariff.
- 2.5.4 The Customer is responsible for payment of all charges for service provided by the Company and originating at Customer's number; accepted at Customer's number; billed to Customer's Calling Card; or rendered at Customer's specific request, regardless of whether the Customer's facilities were fraudulently used.
- 2.5.5 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.
- 2.5.6 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer's provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company equipment, injure personnel, or degrade service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

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2.5 Obligations Of The Customer (continued)

- 2.5.7 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. If the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.5.8 In addition to the other provisions in this Tariff, Customers reselling service will be responsible for securing and maintaining all necessary state certifications and tariffs and F.C.C. tariffs for operating as a reseller and for complying with the rules and regulations as set forth by the Florida Public Service Commission.
- 2.5.9 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from claims by third parties that any Calling Card, or PIN have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.
- 2.5.10 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's location because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for blocking service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from service(s).

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2.5 Obligations Of The Customer (continued)

2.5.11 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscriptic : change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its service without proper authorization, the Reseller must:

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXCs; and
- (B) Insure that each such location is returned to the IXC of choice; and
- (C) Pay all applicable conversion charges.

2.5.12 In addition to the other provisions in this Tariff, Customers reselling service will be responsible for securing and maintaining all necessary state certifications and tariffs and F.C.C. tariffs for operating as a reseller and for complying with the rules and regulations as set forth by the various state regulatory agencies. If Company services are to be resold or rebilled, the Customer must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission. Further, the Customer also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating service(s) without incurring any liability. Notification of termination of service(s) may be done in person or in writing.

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2.6 Lost Or Stolen Calling Cards Or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's Calling Card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new Calling Card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

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2.7 Obtaining Service

2.7.1 Application for Service

To obtain service, the Applicant must submit to the Company a signed application in the form which includes a letter of agency. The Applicant must also establish credit satisfactory to the Company as provided in Paragraph 2.7.2. Monthly service fees are paid in advance at the time the application for service is submitted to the Company.

2.7.2 Establishment of Credit

(A) Applicant

The Company may decline to accept an application for service unless the Applicant submits references and authorizes the Company to perform a credit check on Applicant, and unless the Company is satisfied with the Applicant's creditworthiness.

(B) Customer

If the conditions of service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.7.3 Deposits

The Company will not collect deposits on intrastate service.

2.7.4 Advance Payments

The Company will not collect advance payments on intrastate service.

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SECTION 2 - RULES AND REGULATIONS

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2.8 Payment For Service(s)

2.8.1 General

The billing period is one month. Charges may be assessed for unbilled traffic up to two year in arrears. Bills are prepared by the Company.

2.8.2 Methods of Payment

The Company utilizes four billing options. They include direct billing, LEC billing, Credit Card billing, and auto debit authorization. All billing options are restricted. See Section 3 for a description of services and the billing methods available under each service offering.

(A) Direct Billing By Company or Authorized Billing Agent

Bills are sent to the current billing address no later than thirty (30) days following the close of billing. Call detail is included with the bill. The due date is disclosed on the bill. Payment in full is due within fourteen (14) days of the invoice date on the bill. Checks should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid within twenty one (21) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. The Company will assess the Customer a return check charge of \$15 or 5% of the check, whichever is greater, for any check that is returned for any reason by the financial institution on which it is drawn.

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NETWORK SERVICES TARIFF  
SECTION 2 - RULES AND REGULATIONS

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2.8 Payment For Services

2.8.2 Method of Payment

(B) LEC Billing

With LEC billing, the Customer's charges for the Company's services are billed with the Customer's bill for local service. Call detail is included with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

(C) Credit Card Billing

With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

(D) Auto Debit Authorization

If the Customer utilizes auto debit authorization, the charges for services provided by the Company are automatically debited to the Customer's designated checking account or savings account. If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank, the Customer will automatically be moved to LEC billing. Call detail will be provided by the Company in a separate mailing.

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2.9 Customer Service

2.9.1 General

Customer service may be contacted in writing at 2301 172nd Street, Suite 101, Lansing, Illinois 60438. Customers may also contact Customer service by dialing a toll-free 800 number. Service representatives are available to assist with Customers inquiries from 8:00 AM to 5:00 PM (central time), Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to an answering service. If the call is not an emergency, a return call will be made the next business day. If the call is a Service emergency, a customer service representative is paged to contact the Customer.

2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer service organization as indicated in Paragraph 2.9.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

2.9.3 Service Difficulties

Service difficulties may be referred to the Company's Customer service organization, as indicated in Paragraph 2.9.1 above.

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2.10 Cancellation Of Service(s) By Customer

2.10.1 General

A Customer may cancel service by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's customer service organization at the address specified in Paragraph 2.9.1.

2.10.2 Customer With Switched Access

Cancellation of the Customer's service will be effective when the LEC changes the PIC code, or when the DUC or CAP cancels the service, as authorized by the Customer.

2.10.3 Customer With Dedicated Access

Cancellation of the Customer's service will be effective when the DUC cancels the service offered by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

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2.11 Cancellation Of Service(s) By Company

Every effort will be made to provide a Customer five (5) days' written notice of termination of service in a separate mailing. However, under certain circumstances including but not limited to emergency or threatened or actual disruption of service to other Customers, the Company may terminate service without notice. See Section 2.3 for conditions whereby the Company may refuse or terminate service without incurring liability. 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 will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

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**NETWORK SERVICES TARIFF**  
**SECTION 2 - RULES AND REGULATIONS**

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**2.12 Rate Periods****2.12.1 General**

Different rates may be applicable to a call at a different time of the day and on certain days of the week as specified in the appropriate rate table for that call.

**2.12.2 Peak and Off Peak**

The peak rate period is 8:00 AM to but not including 6:00 PM Monday through Friday. The off-peak rate period is all other times.

**2.12.3 Day / Evening / Night**

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	7:00 AM	7:00 PM	All
Evening	7:00 PM	12:00 Midnight	All
Night	12:00 Midnight	7:00 AM	All

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## 2.13 Taxes

In addition to the charges specifically pertaining to the service, certain federal, state, and local surcharges, taxes, and fees will be applied. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for the Company's intrastate service. All state, local, and federal taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed as separate line items on Customer invoices, and are not included in the rates listed in this Tariff.

A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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**2.14 Timing Of Calls**

Calls are timed and measured by the DUC. Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time for all calls ends when one of the parties disconnects from the call. There are no billing charges applied for incomplete calls.

**2.15 Calculation Of Usage Charges**

Each usage sensitive service has its own specific initial period and additional period as specified in Section 4 of this Tariff. For all services, fractions of a billing increment are rounded up to the next highest increment. Usage charges for each completed call will be computed. If the per call charge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.

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2.16 Restoration Of Service

The use and restoration of service in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.17 Promotional Offerings

The Company may, from time-to-time, offer special promotions to its Customers waiving certain charges or offering services at special rates. Promotional discounts include by are not limited to reduced monthly rates or charges, incentive subscription bonuses, free service periods, full or partial waivers of installation charges or optional feature charges, full or partial waivers of PIC charges, or any combination thereof.

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2.18 Interruption Of Service

2.18.1 Recurring Monthly Charges

No credit for recurring monthly charges will be issued for outages less than two (2) hours in duration. For Customers with service subject to a monthly recurring charge, service interruptions of greater than two (2) hours duration will receive a credit equal to the number of hours of service interruption divided by 720 hours times the monthly recurring charge for service.

2.18.2 Usage Sensitive Services

It will be the obligation of the Customer to notify the Company of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer, and is not caused by any wiring or equipment furnished by the Customer. Credit allowances for the interruption of usage-sensitive services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Paragraph 2.3 preceding.

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2.19 Transfer Or Assignment

- 2.19.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met.
- 2.19.2 The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- 2.19.3 Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- 2.19.4 New Customer's (assignee Customer) credit is approved by the Company; and
- 2.19.5 The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such assignment or transfer will not be unreasonably withheld.
- 2.19.6 Any permitted assignment or transfer of Company' service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

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NETWORK SERVICES TARIFF  
SECTION 3 - DESCRIPTION OF SERVICES

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3.1 Outbound Services

3.1.1 General

All outbound services are interstate offerings, but the Customer has the option to use the services to place intrastate. Intrastate outbound services are only available if the Customer subscribes to the Company's comparable interstate services offering. All Switched Access outbound services are available only in equal access serving areas. All Dedicated Access outbound services are available from any point in the State.

3.1.2 Switched Access Services

(A) Business Options Preferred

Business Options Preferred (see tariff sheet 56) is an outbound only postalized long distance service available to Business Customers. To qualify for Business Options Preferred, a Customer must (1) utilize Switched Access to reach the long distance network; (2) sign an Auto Debit Authorization agreement; and (3) ATU is \$250 or more. If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank, the Customer's billing method will be changed by the Company to direct billing, credit card billing, or LEC billing. The choice of billing method will be made by the Company.

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NETWORK SERVICES TARIFF  
SECTION 3 - DESCRIPTION OF SERVICES

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3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(B) Business Options Affinity

Business Options Affinity (see tariff sheet 56) is an outbound only long distance service available to Business Customers and Residential Customers. To qualify for Business Options Affinity, a Customer must (1) utilize Switched Access to reach the long distance network; and (2) subscribe to Business Options Affinity under a Business Affinity Group program or a Residential Affinity Group program. The Customer's billing method will be LEC billing or direct billing. The selection of the billing method will be made by the Company.

(C) Business Options Total Advantage

Business Options Total Advantage (see tariff sheet 57) is an outbound only, postalized long distance service available to Business Customers and Residential Customers. To qualify for Business Options Preferred, a Customer must (1) utilize Switched Access to reach the long distance network, and (2) ATU is \$250 or more. The Customer's billing method will be LEC billing or direct billing. The selection of the billing method will be made by the Company.

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NETWORK SERVICES TARIFF  
SECTION 3 - DESCRIPTION OF SERVICES

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3.1 Outbound Services (continued)

3.1.2 Switched Access Services (continued)

(D) Business Options Small Business Advantage

Business Options Small Business Advantage (see tariff sheet 57) is an outbound only, postalized long distance service available to Business Customers. To qualify for Business Options Preferred, a Customer must utilize Switched Access to reach the long distance network. The Customer's billing method will be LEC billing or direct billing. The selection of the billing method will be made by the Company.

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NETWORK SERVICES TARIFF  
SECTION 3 - DESCRIPTION OF SERVICES

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3.1 Outbound Services (continued)

3.1.3 Dedicated Access Services

(A) Options Direct 1

Options Direct 1 (see tariff sheet 58) is an outbound only, postalized long distance service available to Business Customers and Residential Customers. To qualify for Options Direct 1, a Customer must (1) utilize Switched Access to reach the long distance network; and (2) sign an Auto Debit Authorization agreement. If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank, the Customer's billing method will be changed by the Company to direct billing, credit card billing, or LEC billing. The choice of billing method will be made by the Company.

(B) Options Direct 2

Options Direct 2 (see tariff sheet 58) is an outbound only, postalized long distance service available to Business Customers and Residential Customers. To qualify for Options Direct 2, a Customer must utilize Switched Access to reach the long distance network. Calls will be billed via direct billing, credit card billing, or LEC billing. The selection of the billing method is made by the Company.

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NETWORK SERVICES TARIFF  
SECTION 3 - DESCRIPTION OF SERVICES

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3.2 Inbound Services

3.2.1 General

The Company's inbound services permit calls to be completed to the Customer's location without charge to the calling party. All inbound services are interstate offerings, but the Customer has the option to use the services to receive intrastate calls. Until area code 888 is available as a toll free area code and the restrictions on the availability of toll free numbers is lifted, the Company will offer multiple rate plans to assure the availability of 800 service.

- (1) With Rate Plan A, the caller dials a unique ten-digit telephone number (800) NXX-XXXX which terminates at the Customer's requested location.
- (2) With Rate Plan U, the caller dials a Company specific ten-digit (800) telephone number and a Customer specific PIN.

800 numbers associated with Rate Plan A are available to Customers on a first come first serve basis. When the Company is unable to obtain an 800 number for a Customer, Rate Plan U will be offered as an alternative.

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SECTION 3 - DESCRIPTION OF SERVICES

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3.2 Inbound Services

3.2.2 Switched Access Services

(A) Options 800 1

Options 800 1 (see tariff sheet 59) is an inbound only, postalized long distance service available to Business Customers and Residential Customers. To qualify for Options 800 1, a Customer must (1) utilize Switched Access to reach the long distance network; and (2) sign an Auto Debit Authorization agreement. If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank, the Customer's billing method will be changed by the Company to direct billing, credit card billing, or LEC billing. The choice of billing method will be made by the Company.

(B) Options 800 2

Options 800 2 (see tariff sheet 60) is an inbound only, postalized long distance service available to Business Customers and Residential Customers. To qualify for 800 Business Options Affinity, a Customer must utilize Switched Access to reach the long distance network. Calls will be billed via direct billing, credit card billing, or LEC billing. The selection of the billing method is made by the Company.

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NETWORK SERVICES TARIFF  
SECTION 3 - DESCRIPTION OF SERVICES

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3.2 Inbound Services (continued)

3.2.3 Dedicated Access Services

(A) Options 800 Direct 1

Options 800 Direct 1 (see tariff sheet 61) is an outbound only, postalized long distance service available to Business Customers. To qualify for Options 800 Direct 1, a Customer must (1) utilize Dedicated Access to reach the long distance network; and (2) sign an Auto Debit Authorization agreement. If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank, the Customer's billing method will be changed by the Company to direct billing, credit card billing, or LEC billing. The choice of billing method will be made by the Company.

(B) Options 800 Direct 2

Options 800 Direct 2 (see tariff sheet 61) is an outbound only, postalized long distance service available to Business Customers. To qualify for Options 800 Direct 2, a Customer must utilize Dedicated Access to reach the long distance network. Calls will be billed via direct billing, credit card billing, or LEC billing. The selection of the billing method is made by the Company.

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NETWORK SERVICES TARIFF  
SECTION 3 - DESCRIPTION OF SERVICES

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### 3.3 Customized Network Services

#### 3.3.1 National Business Advantage 1

National Business Advantage 1 (see tariff sheets 62 and 63) is a combination inbound, outbound, calling card, and directory assistance service available to Business Customers and Residential Customers. To qualify for National Business Advantage 1, a Customer must (1) utilize Switched Access to reach the long distance network; and (2) sign the Auto Debit Authorization agreement. If the Company issues a debit to the Customer's checking account or savings account which is rejected by the bank, the Customer's billing method will be changed by the Company to direct billing, credit card billing, or LEC billing. The choice of the alternate billing method will be made by the Company.

#### 3.3.2 National Business Advantage 2

National Business Advantage 2 (see tariff sheets 64 and 65) is a combination inbound, outbound, calling card, and directory assistance service available to Business Customers and Residential Customers. To qualify for National Business Advantage 2, a Customer must utilize Switched Access to reach the long distance network. Charges for National Business Advantage 2 may be billed via one of the billing methods described in Paragraph 2.8.2 of this Tariff. The selection of the billing method is made by the Company at the time the order for service is provisioned via the Company.

If the Customer subscribing to National Business Advantage 2 is provisioned via auto debit authorization and the Company issues a debit to the Customer's checking account or savings account which is rejected by the bank, the Customer's billing method will be changed by the Company to direct billing, credit card billing, or LEC billing. The choice of alternate billing method will be made by the Company.

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3.4 Calling Card Services

3.4.1 General

Calling card services enable the end user to originate a call from a touch tone telephone by dialing an 800 access number, a valid calling card number, and PIN. All calling card services are interstate services with the Customer having the option to use the service to place intrastate calls. The calling card rates in Section 4 of this Tariff apply to calls originating and terminating within the State.

3.4.2 Contact Card

The Contact Card (see tariff sheet 66) is calling card service available to Business Customers and Residential Customers. The Contact Card is available as a stand alone service or in conjunction with other interstate service offerings. If the Contact Card is purchased on a stand along basis, the Customer must specify direct billing, credit card billing, LEC billing, or Auto Debit Authorization.

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SECTION 3 - DESCRIPTION OF SERVICES

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3.5 Operator Toll Assistance

3.5.1 General

Operator toll assistance is any variety of telephone services which require the assistance of a long distance operator. Examples include collect calls and person-to-person calls. All operator services are provided by the DUC.

3.5.2 Availability Of Services

(A) Switched Access

Customers subscribing to outbound services using Switched Access to reach the long distance network can reach the operator of the DUC by dialing 0 plus the called number, or by dialing 00. The DUC provides the operator services, brands the call, and direct-bills its customer all operator services calls under the DUC's name, not the Company's name.

(B) Dedicated Access

Operator toll assistance is not available to a Customer subscribing to a service that requires Dedicated Access. For operator toll assistance, the Customer must program its PBX to route operator-assisted calls over the Customer's Switched Access lines.

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SECTION 3 - DESCRIPTION OF SERVICES

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3.6 Directory Assistance

3.6.1 General

Intrastate Directory Assistance (see tariff sheet 67) involves the supplying of assistance in determining or attempting to determine the telephone number of a party located in another area code.

3.6.2 Availability Of Services

Intrastate Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

3.6.3 Application Of Charges

The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

3.7 Billing Increments

See Section 2.15.

3.8 Rounding

See Section 2.15

3.9 Minimum Call Completion Rate

The Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 98% during peak use periods.

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**NETWORK SERVICES TARIFF**  
**SECTION 4 - RATES AND CHARGES**

---

**4.1 Outbound Services****4.1.1 Switched Access Services****(A) Business Options Preferred**

The usage charges are as follows:

Initial 1 Minute or Fraction Thereof	Additional 6 Seconds or Fraction Thereof
\$.1395	\$.03195

**(B) Business Options Affinity**

The usage charges are as follows:

Initial 30 Seconds or Fraction Thereof	Additional 6 Seconds or Fraction Thereof
\$.0775	\$.0155

**(C) Business Options Total Advantage**

A one time \$25 enrollment fee applies. The monthly recurring service charge is \$5 per month. The usage charges are the same as Section 4.1.1 (A).

**(D) Business Options Small Business Advantage**

The usage charges are the same as Section 4.1.1 (B).

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**NETWORK SERVICES TARIFF**  
**SECTION 4 - RATES AND CHARGES**

---

**4.3 Customized Network Services****4.3.2 National Business Advantage 2**

The usage charges are as follows:

**(A) Outbound**

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$.1860	\$.1860

**(B) Calling Card**

The surcharge is \$.75 per call. The usage charge is as follows:

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$.2500	\$.2500

**(C) Directory Assistance**

The per call rate is the same as Paragraph 4.5.

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**NETWORK SERVICES TARIFF**  
**SECTION 4 - RATES AND CHARGES**

---

## 4.3 Customized Network Services (continued)

## 4.3.1 National Business Advantage 2 (continued)

## (D) Inbound

## .1 Rate Plan A

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$.2060	\$.2060

## .2 Rate Plan U

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$.2360	\$.2360

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**NETWORK SERVICES TARIFF**  
**SECTION 4 - RATES AND CHARGES**

---

## 4.4 Calling Card Services

## 4.4.1 Contact Card

The usage charges are as follows:

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$.2500	\$.2500

If a Customer subscribes to the Contact Card and does not also subscribe to one of the Company's outbound interstate services, the Customer is subject to a minimum monthly usage charge of \$5.00 per card per month. If the total monthly billing for all calls charged to the Contact Card is less than \$5.00, the Customer is billed \$5.00.

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NETWORK SERVICES TARIFF  
SECTION 4 - RATES AND CHARGES

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4.5 Directory Assistance Service

The rate is \$0.60 per call.

4.6 Exemptions and Special Rates

4.6.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 50% discount on dialed calls using services which have no time-of-day pricing element. Those dialed calls using a service which has a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the off-peak rate during all rate periods.

A telephone toll message placed via the relay service will receive a discount of 50 percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be 60 percent of the time-sensitive element of the call.

4.6.2 Directory Assistance for Handicapped Person

There is no charge for directory assistance for calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

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NETWORK SERVICES TARIFF  
SECTION 4 - RATES AND CHARGES

---

4.7 Special Promotions

The Company may, from time-to-time, offer special promotions to it. Customers waiving certain charges or offering a special rate. These promotions will be approved by the Commission with specific starting and ending dates and under no circumstances will run for longer than ninety (90) days in any twelve (12) month period.

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NETWORK SERVICES TARIFF

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**ATTACHMENT I**

**MANAGERIAL CAPABILITY**

### Managerial Capability

Kurtis Kintzel, CEO of Business Options, Inc., has a broad based background in the financial, insurance, and distribution industries. Mr. Kintzel owned and directed a long distance sales agency that marketed for other long distance resellers. He has also served as CEO of a financial services company and as Vice President of one of California's largest insurance brokers. Mr. Kintzel is a graduate of Indiana University with a degree in business finance.

Joseph Juarez is Chief Operating Officer and Corporate Secretary/Treasure of Business Options, Inc. Mr. Juarez gained a considerable amount of experience in the long distance industry at L.D. Services as an Account Executive and progressed into management positions in Customer Service and Provisioning. Mr. Juarez is a graduate of Purdue University with a degree in Marketing and Public Relations.

Mike D. Yip is the Information Systems Director for Business Options, Inc. Mr. Yip has had vast experience managing complete data processing needs of various companies before joining Business Options, Inc. Mr. Yip started as a programmer for the school district and has progressed through a series of challenging positions to where he is today. He had found his niche with telecommunications industry for the last five years while being involved with the computer industry for the last eleven years. Mr. Yip graduated from California State University, Fullerton with a degree in Computer Science and is currently pursuing a Masters degree in Information Systems from DePaul University in Chicago.

## **ATTACHMENT J**

### **TECHNICAL CAPABILITY**

**Business Options, Inc. is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.**

**ATTACHMENT K**

**STATEMENT OF RETAINED EARNINGS  
(MOST RECENT 3 YEARS)**

Not Applicable  
"S" Corporation

**Business Options, Inc.**  
 2301 172nd Street, Suite 101  
 Lansing, Illinois 60438  
 for the period ending December 31, 1995

**OPERATING STATEMENT**

<b>SALES</b>		
301	Sales - LEC Billed	\$ 7,841,880.60
302	Sales Direct Billed	1,852.61
303	Sales LCI	1,213.16
	<b>TOTAL SALES</b>	<u>7,844,956.37</u>
<b>COST OF SALES</b>		
405	Billing Fees	989,320.18
406	Carrier Services	5,193,932.18
407	Sales Consultants	407,383.99
408	Telemarketers	2,987.52
410	Sales Supplies	22,470.53
411	Sales Games	3,833.00
412	Sales - Expansion	15,613.15
	<b>TOTAL COST OF SALES</b>	<u>6,635,540.55</u>
	<b>GROSS PROFIT</b>	<b>\$ 1,209,415.82</b>
<b>OPERATING EXPENSES</b>		
509	Professional Services	\$ 8,621.22
512	Freight & Postage	17,639.71
515	Gross Wages	117,759.06
51501	Gross Wages	265,067.14
51502	Gross Wages	184,779.75
516	Officers Salaries	15,000.00
51602	Officers Salaries	40,000.00
520	Rent	47,500.39
521	Equipment Rental / Leasing	2,758.53
526	Utilities	3,870.71
529	Telephone	74,808.18
530	Repairs & Maintenance	2,221.00
534	Advertising & Promotion	22,466.38
535	Insurance	16,876.86
537	Conventions	1,613.66
538	Meals & Entertainment	130.00
539	Travel & Lodging	4,483.94
542	F.I.C.A. Tax	34,127.88
54201	F.I.C.A. Tax	9,515.21
54202	F.I.C.A. Tax	4,020.91
543	Unemployment Tax	8,805.74
54301	Unemployment Tax	3,304.08
54302	Unemployment Tax	451.24
550	Interest	22.80
564	Professional Services	10,915.50
566	Office Expense	23,210.62
580	Dues & Subscriptions	3,000.00
595	Refunds	17,425.43
	<b>TOTAL OPERATING EXPENSES</b>	<u>940,395.94</u>
	<b>NET PROFIT or (LOSS)</b>	<b>\$ <u>269,019.88</u></b>

Business Options, Inc.  
2301 172nd Street, Suite 101  
Lansing, Illinois 60438  
ending December 31, 1995

Unadjusted Year-End  
Statement

BALANCE SHEET

ASSETS

CURRENT ASSETS

Cash in Bank - Reg	\$	23,400.00
Cash in Bank - Payroll		34,771.25
Employee Advances		9,225.06
Due From Officer		1,500.00
N/R CFO		<u>113,116.51</u>

TOTAL CURRENT ASSETS \$ 182,012.82

FIXED ASSETS

Fixtures & Equipment		25,389.07
Accumulated Depreciation		<u>(10,923.12)</u>

TOTAL FIXED ASSETS \$ 14,465.95

TOTAL ASSETS \$ 196,478.77

LIABILITIES & EQUITY

CURRENT LIABILITIES

Accrued Federal Payroll Tax	\$	1,706.82
Accrued IL Payroll Tax		1,060.28
Accrued IN Payroll Tax		2,251.97
Accrued Unemployment Tax		<u>10,642.51</u>

\$ 15,661.58

TOTAL LIABILITIES \$ 15,661.58

EQUITY

Issued Capital Stock	\$	1,000.00
Earnings Distributed		(306,977.98)
Accum. Adjust Account		217,775.29
Profit		<u>269,019.88</u>

TOTAL EQUITY \$ 180,817.19

TOTAL LIABILITIES & EQUITY \$ 196,478.77

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**NETWORK SERVICES TARIFF**  
**SECTION 4 - RATES AND CHARGES**

---

## 4.1 Outbound Services

## 4.1.2 Dedicated Access Services

## (A) Options Direct 1

The usage charges are as follows:

Initial 6 Seconds or Fraction Thereof	Additional 6 Seconds or Fraction Thereof
\$.0120	\$.0120

## (B) Options Direct 2

The usage charges are as follows:

Initial 30 Seconds or Fraction Thereof	Additional 6 Seconds or Fraction Thereof
\$.0650	\$.0130

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NETWORK SERVICES TARIFF  
SECTION 4 - RATES AND CHARGES

---

4.2 Inbound Services

4.2.1 Switched Access Services

(A) Options 800 1

.1 Rate Plan A

The usage charges are as follows:

Initial 1 Minute or Fraction Thereof	Additional 6 Seconds or Fraction Thereof
\$ .2500	\$ .0250

.2 Rate Plan U

The usage charges are as follows:

Initial 1 Minute or Fraction Thereof	Additional 6 Seconds or Fraction Thereof
\$ .2800	\$ .0280

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**NETWORK SERVICES TARIFF**  
**SECTION 4 - RATES AND CHARGES**

---

## 4.2 Inbound Services

## 4.2.1 Switched Access Services

## (B) Options 800 2

## .1 Rate Plan A

The usage charges are as follows:

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$.2700	\$.2700

## .2 Rate Plan U

The usage charges are as follows:

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$.3400	\$.3400

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**NETWORK SERVICES TARIFF**  
**SECTION 4 - RATES AND CHARGES**

---

## 4.2 Inbound Services (continued)

## 4.2.2 Dedicated Access Services

## (A) Options 800 Direct 1

The usage charges are as follows:

Initial 6 Seconds or Fraction Thereof	Additional 6 Seconds or Fraction Thereof
\$.0150	\$.0150

## (B) Options 800 Direct 2

The usage charges are as follows:

Initial 6 Seconds or Fraction Thereof	Additional 6 Seconds or Fraction Thereof
\$.0160	\$.0160

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**NETWORK SERVICES TARIFF**  
**SECTION 4 - RATES AND CHARGES**

---

**4.3 Customized Network Services**

**4.3.1 National Business Advantage 1**

The usage charges are as follows:

**(A) Outbound**

The usage charges are the same as Section 4.1.1 (B).

**(B) Calling Card**

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$ .2500	\$ .2500

**(C) Directory Assistance**

The per call rate is the same as Paragraph 4.5.

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**NETWORK SERVICES TARIFF**  
**SECTION 4 - RATES AND CHARGES**

---

4.3 Customized Network Services (continued)

4.3.1 National Business Advantage 1 (continued)

(D) Inbound

.1 Rate Plan A

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$ .1750	\$ .1750

.2 Rate Plan U

Initial 1 Minute or Fraction Thereof	Additional 1 Minute or Fraction Thereof
\$ .2450	\$ .2450

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**CERTIFICATION OF FINANCIAL STATEMENTS**

**OATH**

STATE OF ILLINOIS

COUNTY OF COOK

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Kurtis Kintzel who first being duly sworn, deposes and says that he is Chief Executive Officer of Business Options, Inc., applicant in this application, that he has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.

Kurtis Kintzel  
(Signature of Affiant)

Subscribed and sworn before me, this  
1 day of March,  
1996.

Judy Lucas  
(Notary Public)



(Seal)

My Commission Expires Aug 6 1999