

WIGGINS & VILLACORTA, P.A.

ATTORNEYS AT LAW

501 EAST TENNESSEE STREET  
POST OFFICE DRAWER 1657  
TALLAHASSEE, FLORIDA 32302

TELEPHONE (904) 222-1534  
TELECOPIER (904) 222-1689

DEPOSIT TREAS. REC. DATE

0314 MAY 21 '96

May 20, 1996

Via Hand Delivery

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: North American InTeleCom, Inc.

960431-TI

Dear Commission:

Enclosed for filing are the original and six (6) copies of North American InTeleCom, Inc.'s Application Form for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with the \$250.00 filing fee.

Thank you for your assistance in this matter.

Sincerely,

Susan Davis Morley

SDM:kfj  
Enclosures

RECEIVED & FILED

BUREAU OF RECORDS

DOCUMENT NO.

0560996

\*\* FLORIDA PUBLIC SERVICE COMMISSION \*

DIVISION OF COMMUNICATIONS  
BUREAU OF SERVICE EVALUATION

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 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 questions about completing the form, contact:
- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6251

DOCUMENT NO  
05609-96

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 uncertificated company).
- Approval for transfer of control** (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

North American InTeleCom, Inc.

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

North American InTeleCom, Inc.

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

14100 San Pedro Avenue, Suite 400  
San Antonio, TX 78232

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

7. Structure of organization;

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation
<input checked="" type="checkbox"/> Foreign Corporation	<input type="checkbox"/> Foreign Partnership
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Other, _____	

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

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

(b) Indicate if the individual or any of the partners have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

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

9. If incorporated, please give:

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

Corporate charter number: P27918

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

CT Coporation System  
1200 S. Pine Island Rd.  
Plantation, Florida 33324

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

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

- (d) 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.
- (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.

N/A

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

- (a) The application;

Susan Davis Morley  
Wiggins & Villacorta, P.A.  
501 East Tennessee Street  
Post Office Drawer 1657  
Tallahassee, Florida 32302  
(904) 222-1534

(b) Official Point of Contact for the ongoing operations of the company;

Edward J. Taylor, Jr.  
North American InTeleCom, Inc.  
14100 San Pedro Avenue, Suite 400  
San Antonio, Texas 78232  
(210) 352-1400

(c) Tariff;

Susan Davis Morley  
Wiggins & Villacorta, P.A.  
501 East Tennessee Street  
Post Office Drawer 1657  
Tallahassee, Florida 32302  
(904) 222-1534

(d) Complaints/Inquiries from customers;

Edward J. Taylor, Jr.  
North American InTeleCom, Inc.  
14100 San Pedro Avenue, Suite 400  
San Antonio, Texas 78232  
(210) 352-1400

11. List the states in which the applicant:

- a) Has operated as an interexchange carrier.  
Please see attached Exhibit 1.
- b) Has applications pending to be certificated as an interexchange carrier.  
Please see attached Exhibit 1.
- c) Is certificated to operate as an interexchange carrier.  
Please see attached Exhibit 1.
- d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.  
None.
- e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

No. Nevertheless, as the Commission is aware, in Docket Nos. 930416-TC and 950149-TC, NAI was charged by this Commission with the violation of certain orders and rules as the result of its prison pay telephone operations. On March 5, 1996, the Commission approved an offer of settlement of certain substantive issues in these dockets. Under this settlement, in lieu of a fine NAI agreed to make a payment to the state of \$25,000.00 for all potential violations alleged in the show cause order.

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

Frontier Enterprises, Inc. v. Peoples Telephone Company, Inc. and North American InTeleCom, Inc.; Case No. 94-CI-09423, 166th District Court, Bexar County, Texas

- Lawsuit for commissions (estimated at \$25,000) due to Frontier by Peoples Telephone in relation to the placement and operation of pay telephones. For some period NAI serviced the pay telephones for Peoples, but disclaimed any liability for the commissions. The matter was settled between Frontier and Peoples.

Before the Department of Central Services, State of Oklahoma, Docket No. T043492.

- This action was a protest of a bid award to Executone. AT&T and NAI were the protesting parties. The matter has been resolved.

MCI Telecommunications Corporation v. Department of Corrections, Florida Division of Administrative Hearings, Case No. 95-1639.

- MCI filed a protest of a contract award to NAI by the Florida Department of Corrections. The administrative hearing officer found in favor of MCI, and the DOC then awarded the contract to MCI. NAI appealed to the District Court of Appeals, which affirmed the award of the contract to MCI in April, 1996.



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

- Facilities.  Operators.  
 Billing and Collection.  Sales.  
 Maintenance.  
 Other: \_\_\_\_\_

13. Do you have a marketing program?

Service will be marketed by a combination of in-house and independent sales representatives.

14. Will your marketing program:

- Pay commissions?  
 Offer sales franchises?  
 Offer multi-level sales incentives?  
 Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

The Company will pay commissions to retailers of its pre-paid calling cards.

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

- Residential customers.  
 Business customers.  
 PATS providers.  
 PATS station end-users.  
 Hotels & motels.  
 Hotels & motel guests.  
 Universities.  
 University dormitory residents.  
 Other: (specify) Debit card.

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Customer service information, including a toll-free number, will appear on the Company's calling card.

- (b) Name and address of the firm who will bill for your service.

Operator Assistance Network  
7755 Haskell Avenue  
Van Nuys, CA 91406

and

Zero Plus Dialing, Inc.  
9311 San Pedro  
Suite 300  
San Antonio, Texas 78216

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

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

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

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

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

Please see attached Exhibit 2.

B. Managerial capability

Information regarding the Company's principals and their experience is attached as Exhibit 3.

C. Technical capability.

NAI will rely upon its underlying carriers for the maintenance and supervision of their network facilities. In addition, the Company possesses the technical experience to provide service, as demonstrated in Exhibit 3.

19. 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).

Please see attached Exhibit 4.

20. 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 facilities

Method of access is via switched facilities

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

900 service

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

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

1-800-807-6011+PIN

0 + Area Code + xxx-xxxx

10xxx + 0 + Area Code + xxx-xxxx

22.  Other:

**\*\*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 two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

**UTILITY OFFICIAL:**

  
Signature

7/30/96  
Date

Vice President, Operations  
Title

(210) 352-1400  
Telephone No.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

**CERTIFICATE TRANSFER STATEMENT**

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_, of (NAME OF COMPANY) \_\_\_\_\_,  
and current holder of certificate number \_\_\_\_\_, have reviewed  
this application and join in the petitioner's request for a  
transfer of the above-mentioned certificate.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No.

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

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

**UTILITY OFFICIAL:**

  
Signature

4/30/96  
Date

Vice President, Operations  
Title

(210) 352-1400  
Telephone No.

\*Applicant does not intend to collect deposits and advance payments; however, NAI will offer a prepaid calling card.



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

INTRASTATE NETWORK

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

1) Leased: 301 S. Frio 2)  
San Antonio, Texas

3) 4)

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

1) Owned: 301 S. Frio 2)  
San Antonio, Texas

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) <u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
2)	Fiber	Leased

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).

NAI intends to provide originating service throughout the state of Florida.

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

NAI will comply with the requirements of Commission Rule 25-24.471(4) (a). Specifically, for IntraEAEA traffic NAI will rely exclusively on the transmission facilities provided by the local exchange company and/or compensate the LEC in conformance with the requirements set out in Order No. 2484.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has (x) or has not ( ) 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?

NAI has provided inmate collect-only telecommunications service.

b) If the services are not currently offered, when were they discontinued?

NAI ceased providing this service in March, 1996.

UTILITY OFFICIAL:

Signature

4/30/96  
Date

Vice President, Operations  
Title

(210) 352-1400  
Telephone No.

\*\* APPENDIX D \*\*

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

Service will be offered in all exchanges.

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

\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\*

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

OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.
TAMPA:	Central     None East        Plant City North       Zephyrhills South       Palmetto West        Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.
ST. PETERSBURG:	Clearwater.
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.
TITUSVILLE:	Cocoa and Cocoa Beach.
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie, and Sebastian.
SARASOTA:	Bradenton, Myakka and Venice.

FT. MYERS:

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

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

Boca Raton, Coral Springs,  
Deerfield Beach and Ft.  
Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield  
Beach, Hollywood and Pompano  
Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and  
Perrine.

**EXHIBIT 1**

## STATES IN WHICH NAI PRESENTLY CONDUCTS BUSINESS

STATE	INMATE	AOS	PAYPHONE	PP CALLING CARD
Alabama	X			
Arizona			X	X
California	X	X	X	
Colorado	X	X	X	X
Florida		X	X	
Georgia	X	X		
Idaho	X	X	X	
Illinois		X		
Iowa		X		
Kentucky		X		
Louisiana			X	X
Maryland		X		
Massachusetts		X		
Michigan		X		
Minnesota	X	X		
Mississippi	X			
Missouri	X			
Montana		X		
Nebraska		X		
New Jersey		X		
New Mexico			X	X
New York		X		
North Carolina		X		X
North Dakota		X		
Ohio		X		
Oklahoma	X			
Oregon		X	X	
Pennsylvania	X	X	X	
South Carolina		X		
South Dakota		X		
Texas	X	X	X	X
Virginia		X	X	
Washington		X	X	
West Virginia		X		
Wisconsin	X	X		
Wyoming		X		

**EXHIBIT 2**

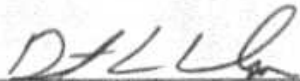


AFFIRMATION OF APPLICANT

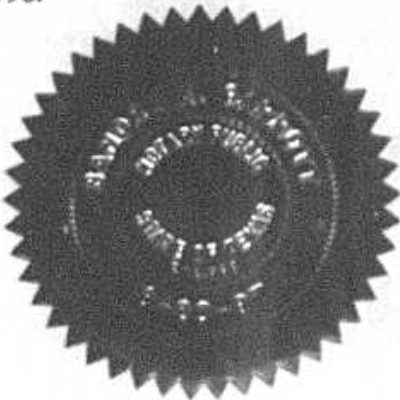
I, Donald B. Vaello, being President of North American InTeleCom, Inc., affirm that the attached unaudited balance sheet and income statement are true and correct to the best of my knowledge, and that they contain sufficient financial information so as to make the information presented not misleading.

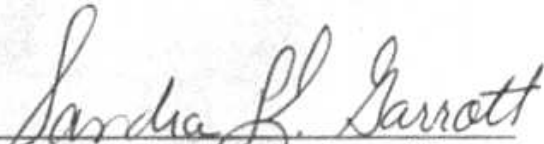
  
\_\_\_\_\_  
Donald B. Vaello

I, Daniel W. Wilson, being Vice President of Finance of North American InTeleCom, Inc., affirm that the attached unaudited balance sheet and income statement are true and correct to the best of my knowledge, and that they contain sufficient financial information so as to make the information presented not misleading.

  
\_\_\_\_\_  
Daniel W. Wilson

Sworn to before me, the undersigned Notary Public, on this 11th day of April,  
1996.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires August 20, 1997

**NORTH AMERICAN INTELECOM**  
 A WHOLLY OWNED SUBSIDIARY OF  
 DIAMOND SHAMROCK REFINING AND MARKETING, INC.  
**UNAUDITED BALANCE SHEET**  
**YEARS ENDED DECEMBER 31, 1995 & 1994**

Description	1995 Amount (unaudited)	1994 Amount (unaudited)
Cash	390,359	220,204
Receivables, less allowance for doubtful accounts	5,195,979	4,215,169
Inventories	2,110,361	1,308,960
Prepays	1,770,561	656,289
Current Assets	<u>9,467,260</u>	<u>6,400,622</u>
Net Property, Plant, & Equipment	<u>12,439,060</u>	<u>10,128,384</u>
Net Deferred Charges and Other Assets	<u>1,525,991</u>	<u>924,271</u>
Total Assets	<u>23,432,311</u>	<u>17,453,277</u>
Accounts Payable & Accrued Liabilities	(4,672,798)	(3,952,373)
Taxes Payable	(242,671)	(178,097)
Current Liabilities	<u>(4,915,469)</u>	<u>(4,130,470)</u>
Deferred Revenue	(13,503)	(21,417)
Deferred Income Taxes	(732,673)	(708,230)
Net Advance from Diamond Shamrock	<u>(17,770,666)</u>	<u>(12,593,160)</u>
Total Liabilities & Equity	<u>(23,432,311)</u>	<u>(17,453,277)</u>

**NORTH AMERICAN INTELECOM**  
 A WHOLLY OWNED SUBSIDIARY OF  
 DIAMOND SHAMROCK REFINING AND MARKETING, INC.  
**BALANCE SHEET**  
**DECEMBER 31, 1993**

	(In 000's)
Cash and cash equivalents	270.1
Receivables, less allowance for doubtful accounts	3,894.7
Inventories	1,015.9
Prepays	531.0
Current Assets	5,711.7
 Net Property, Plant, & Equipment	 11,034.0
 Net Deferred Charges and Other Assets	 894.4
 Total Assets	 17,640.1
 Accounts Payable	 4,091.3
Accrued Liabilities	113.6
Taxes Payable	157.2
Current Liabilities	4,362.1
 Deferred Revenue	 0.0
Deferred Income Taxes	680.4
Net Advance from Diamond Shamrock	12,597.6
 Total Liabilities & Equity	 17,640.1

**NORTH AMERICAN INTELECOM**  
 A WHOLLY OWNED SUBSIDIARY OF  
 DIAMOND SHAMROCK REFINING AND MARKETING, INC.  
**UNAUDITED INCOME STATEMENT**  
 YEARS ENDED DECEMBER 31, 1995 & 1994

Description	1995 Amount (unaudited)	1994 Amount (unaudited)
<b>SALES</b>	<b>\$42,464,554</b>	<b>\$35,735,892</b>
<b>EXPENSES</b>		
Transmission costs	12,371,388	10,279,602
Commissions	11,860,475	9,331,613
Billing Costs	5,495,812	4,944,159
Salaries and IPC	4,291,621	3,584,279
Depreciation & Amortization	3,029,022	2,449,611
Corporate Allocation*	2,093,271	1,857,212
<b>Total Expenses</b>	<b>39,141,589</b>	<b>32,446,476</b>
<b>Net Income</b>	<b>3,322,965</b>	<b>3,289,416</b>

\*Includes Legal, Administrative, Accounting, and Income Taxes Expense

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**NORTH AMERICAN INTELECOM**  
A WHOLLY OWNED SUBSIDIARY OF  
DIAMOND SHAMROCK REFINING AND MARKETING, INC.  
**INCOME STATEMENT**  
YEAR ENDED DECEMBER 31, 1993

	(in 000's)
SALES	30,507.7
EXPENSES	
Cost of Sales & operating expenses	26,815.3
Depreciation & Amortization	1,795.7
Corporate Allocation*	1,901.9
Total Expenses	<u>30,512.9</u>
Net Income (Loss)	<u>(5.2)</u>

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\*Includes Legal, Administrative, Accounting, and Income Taxes Expense

**EXHIBIT 3**

**NORTH AMERICAN INTELECOM, INC.**

**Donald B. Vaello - President**

Mr. Vaello has held the position of President since 1989. Prior to this time Mr. Vaello, along with Barry FitzGerald, formed North American Industries, Inc., where he occupied the position of Chairman. In 1982, Mr. Vaello purchased an aluminum recycling company and within three years, had built the enterprise into the largest reverse vending recycler in Texas. Mr. Vaello has a total of 10 years of telecommunications interconnect experience, including system design and payphone manufacturing, and has received two telecommunications patents. He received a Bachelor of Science degree in Petroleum Engineering from the University of Texas.

**Barry E. FitzGerald - Vice President of Marketing**

Mr. FitzGerald has been Vice President of Marketing since 1989. In 1983, Mr. FitzGerald joined Mr. Vaello as Chief Operation Officer of Aluminum Vending Systems. Recognized for his negotiating skills, Mr. FitzGerald succeeded in bringing the Institute of Iron and Steel and Pepsi into a joint venture to underwrite the aluminum recycling business in San Antonio. From a similar client base, he was able to convert the Aluminum Vending Systems clients into payphone accounts at an appropriate time as NAI was entering the payphone market in 1985. Mr. FitzGerald has also held previous management/ownership positions in a trucking company, a chain of optical outlets and a retail franchise operation. Mr. FitzGerald is a Syracuse University graduate (Liberal Arts) and received an MBA degree from Louisiana State University.

**Dan W. Wilson - Vice President and CFO**

Mr. Wilson oversees all financial and operational accounting functions of NAI which encompasses budgeting, forecasting and financial reporting and has held this position since 1991. He negotiates and administers various contracts with customers and vendors. In 1983, Mr. Wilson joined General Telephone Company and held several positions in their Support Services Group while completing his second degree program. After completing his studies, he joined the accounting firm of Ernst and Whinney as a Staff Accountant. Mr. Wilson worked primarily for large oil and gas clients and was promoted to Senior Tax Consultant prior to his departure in 1988. He then joined NAI as Manager of Accounting and Administration. He was successful in negotiating new customer contracts and spearheaded the design and development of its pay telephone software system. He received a Bachelor of Science degree in Mechanical Engineering and a B.B.A. in Accounting from Texas A&M University.

**Edward J. Taylor, Jr. - Vice President of Operations**

Mr. Taylor currently has responsibility for the Inmate Phone Service (proposal development and bid response), Management Information Services, Automated Inmate Management Services and Billing, Operator and Customer Services. Since 1989, Mr. Taylor has held various positions at NAI including: Manager Inmate Phone Services, Certification and Regulatory Advisor, Rate Analyst and Public Relations and Advertising Coordinator. Prior to 1989, he served in numerous capacities in the Military, most recently, as Project Manager for the development of a world-wide Tri-Service Automated Medical Management System. He is a Cornell University graduate and received his MBA degree from Indiana State University.

**David S. Clark - Vice President of Communications Services**

Mr. Clark has been with NAI since 1989, holding various positions including Manager, Commercial Accounts and Manager, Engineering Services. Currently, he is Vice President of Communication Services at NAI. Mr. Clark has been Vice President since 1993. In this position, he is responsible for the network, Engineering, Managed Accounts, Pay Telephone/Inmate Phone Services (installation and maintenance) and Warehouse/Purchasing Departments. Prior to 1989, he was employed to oversee co-op advertising and marketing programs by Industrial Lubricants. In 1987, Mr. Clark worked in account management with national advertising agencies. He received a Bachelor of Arts degree in Mass Communications with an emphasis on Advertising and English from Texas Tech University in 1982.



**EXHIBIT 4**

TITLE PAGE  
FLORIDA TELECOMMUNICATIONS TARIFF  
OF  
NORTH AMERICAN INTELECOM, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by North American InTeleCom, Inc. (NAI) within the State of Florida. This tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 14100 San Pedro Avenue, Suite 400, San Antonio, Texas 78232.

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14100 San Pedro Avenue, Suite 400  
San Antonio, Texas 78232

TITLE PAGE  
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**CHECK SHEET**

Sheets 1 through 22, inclusive, of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
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**SYMBOLS**

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

- D - Delete or discontinue.
- I - Change resulting in an increase to a customer's bill.
- M - Moved from another tariff location.
- N - New.
- R - Change resulting in a reduction to a customer's bill.
- T - Change in text or regulation.

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**TARIFF FORMAT**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

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

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

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

**D. Check Sheets** - When a tariff filing is made with the FPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - A telephone line provided by the LEC to the Company that connects a Customer's or Subscriber's location to the switched public network through the facilities of the LEC.

**Calling Card** - A billing convenience whereby the End User may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

**Collect Billing** - A billing convenience whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

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

**Company** - North American InTeleCom, Inc.

**Credit Card** - A billing convenience whereby the End User may bill the charges for a call to an authorized national charge card. The terms and conditions of the agreement between the credit card company and its patrons will apply to payment arrangements.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call.

**Customer or End User** - The person, firm, corporation, or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

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

**End User** - The person, firm, corporation, or other entity which initiates a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

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

**LEC** - Local Exchange Company.

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

**Operator Dialed Surcharge** - This charge applies to calls when the user dials "0" only and requests that the operator dial the destination number.

**Operator-Station Call** - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company-issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-Station calls.

**Person-to-Person Call** - A service whereby the originating End User specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Prepaid Calling Card** - A switched service that enables an End User to place calls charged to prepaid phone cards issued by the Company. The End User accesses the network by dialing the appropriate NAI 800 number printed on the back of the card.

**Subscriber** - The person, firm, partnership, corporation, or other entity who owns the pay telephones, PBX, or other switch vehicle from which a Customer places a call utilizing the services of the Company. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer or End User.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of North American Intelcom, Inc.**

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

The Company offers various billing arrangements with its operator assisted services including Calling Card, Commercial Credit Card, Collect, and Third Party. Florida intrastate service is offered in conjunction with the Company's interstate service. NAI installs, operates, and maintains the communications services provided hereinunder for End Users in accordance with the terms and conditions set forth under this tariff and through contracts with its Subscribers. NAI may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in FPSC rules and orders, when authorized by the Subscriber, to allow connection of a Subscriber's location to NAI's network. The Subscriber shall be responsible for all charges due for such service arrangement.

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

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 NAI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.2 Limitations, cont.

- 2.2.4 All facilities provided under this tariff are directly controlled by NAI and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers and Customers as required to meet changing regulatory or statutory rules and standards.

2.3 Use

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

2.4 Liabilities of the Company

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

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**SECTION 2 - RULES AND REGULATIONS, CONT.****2.4 Liabilities of Company, cont.**

- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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

**2.5 Deposits**

The Company does not require a deposit from the Customer.

**2.6 Advance Payments**

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

**2.7 Taxes**

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

**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, CONT.****2.9 Installation and Termination**

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, and conditions of installation, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

**2.10 Payment for Service**

The Customer or End User is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by NAI. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the FPSC. Any objections to billed charges must be reported within 60 days of receipt to the Company or the Company's billing agent or bill will be considered final. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.11 Other Rules**

- 2.11.1 The Company reserves the right to refuse to process Credit Card or Calling Card billed calls when authorization for use of the card cannot be validated.
- 2.11.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the FPSC.
- 2.11.3 The Company reserves the right to refuse Third Party billing at its discretion.

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**SECTION 2 - RULES AND REGULATIONS, CONT.****2.12 Interconnection**

Service furnished by NAI may be connected with the services or facilities of other carriers or enhanced service providers. The Customer or Subscriber is responsible for all charges billed by these entities for use in connection with NAI's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer or Subscriber.

**2.13 Refusal or Discontinuance by Company**

NAI may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days written notice to comply with any rule or remedy any deficiency:

- (a) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (b) For use of telephone service for any other property or purpose than that described in the application.
- (c) For neglect or refusal to provide reasonable access to NAI or its agents for the purpose of inspection and maintenance of equipment owned by NAI or its agents.
- (d) For noncompliance with or violation of Commission regulation or NAI's rules and regulations on file with the Commission, provided five days written notice is given before termination.
- (e) For nonpayment of bills, provided that suspension or termination of service shall not be made without five days written notice to the Customer, except in extreme cases.
- (f) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect NAI's equipment or service to others.
- (g) Without notice in the event of tampering with the equipment or services owned by NAI or its agents.

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

**2.13 Refusal or Discontinuance by Company, cont.**

(h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, NAI may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

(i) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

(j) For extended periods of inactivity.

**2.14 Interruption of Service**

Service will be billed based on minutes of use. Accordingly, no credit will be issued for interruptions.

**2.15 Restoration of Service**

The use and restoration of service shall be in accordance with the rules and regulations of the FPSC.

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

**2.16 Inspection, Testing, and Adjustment**

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

**2.17 Cost of Collection and Repair**

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

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

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

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 Long distance usage charges are based on the actual usage of NAI's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- 3.1.2 Chargeable time for a call ends upon disconnection by either party.
- 3.1.3 The minimum call duration, initial period, and each additional timing period for billing purposes is stated on a per-product basis.
- 3.1.4 No charges apply for incomplete calls.

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## SECTION 3 - DESCRIPTION OF SERVICE, CONT.

## 3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

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

Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten. Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICE, CONT.****3.3 Minimum Call Completion Rate**

NAI relies upon its underlying carrier to provide a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all FGD services ("1+" dialing).

**3.4 NAI Intrastate Long Distance****3.4.1 General**

Long distance usage charges are based on the actual usage of NAI's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Incomplete calls are not billed.

**3.4.2 NAI Prepaid Calling Card**

NAI offers its prepaid calling cards for placing long distance calls. Users may purchase prepaid calling cards through agents of NAI. Usage is billed in full minute increments, with a one minute minimum.

**3.4.3 NAI Operator-Assisted Long Distance**

NAI Operator-Assisted Long Distance Service is offered to customers for calling within the State of Florida. Customers access NAI's network via local exchange company provided feature group access. Calls are routed over the Company's transmission and switching facilities to any valid NPA-NXX in the State of Florida.

NAI Operator-Assisted Long Distance Service is provided for use by transient end users at host locations. This service anticipates the provision of Operator Services or billing options. Calls are measured as described in Sections 3.1 and 3.2 of this tariff and rated based on time of day, call duration, and mileage.

Per minute usage sensitive charges, as well as per-call operator surcharges apply.

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**SECTION 4 - RATES****4.1 General**

Each Customer is charged individually for each call placed through the Carrier.

**4.2 NAI Prepaid Calling Card**

<u>Card Denomination</u>	<u>Cost</u>	<u>Per Minute Rate</u>
6.06 Minute Card	\$ 2.00	\$0.3300
15.15 Minute Card	\$ 5.00	\$0.3300
30.30 Minute Card	\$10.00	\$0.3300

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**SECTION 4 - RATES****4.1 General**

Each Customer is charged individually for each call placed through the Carrier.

**4.2 NAI Prepaid Calling Card**

<u>Card Denomination</u>	<u>Cost</u>	<u>Per Minute Rate</u>
6.06 Minute Card	\$ 2.00	\$0.3300
15.15 Minute Card	\$ 5.00	\$0.3300
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## SECTION 4 - RATES, CONT.

## 4.3 NAI Operator-Assisted Long Distance

## 4.3.1 IntraLATA Long Distance

## DAYTIME RATES

<u>MILES</u>	<u>INITIAL MINUTE</u>	<u>EACH ADD'L MINUTE</u>
0-10	\$.1800	\$.1800
11-22	.2000	.2000
23-55	.2300	.2300
56-124	.2500	.2500
125-292	.2600	.2600

## EVENING RATES

<u>MILES</u>	<u>INITIAL MINUTE</u>	<u>EACH ADD'L MINUTE</u>
0-10	\$.1300	\$.1300
11-22	.1500	.1500
23-55	.1700	.1700
56-124	.1700	.1700
125-292	.1800	.1800

## NIGHT/WEEKEND RATES

<u>MILES</u>	<u>INITIAL MINUTE</u>	<u>EACH ADD'L MINUTE</u>
0-10	\$.1100	\$.1100
11-22	.1200	.1200
23-55	.1300	.1300
56-124	.1400	.1400
125-292	.1400	.1400

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## SECTION 4 - RATES, CONT.

## 4.3 NAI Operator-Assisted Long Distance

## 4.3.2 InterLATA Long Distance

## DAYTIME RATES

<u>MILES</u>	<u>INITIAL MINUTE</u>	<u>EACH ADD'L MINUTE</u>
1-10	\$.2000	\$.2000
11-22	.2200	.2200
23-55	.2500	.2500
56-124	.2700	.2700
125-292	.2800	.2800
293-430	.2800	.2800
431-624	.2800	.2800

## EVENING RATES

<u>MILES</u>	<u>INITIAL MINUTE</u>	<u>EACH ADD'L MINUTE</u>
0-10	\$.1500	\$.1500
11-22	.1700	.1700
23-55	.1900	.1900
56-124	.1900	.1900
125-292	.1900	.1900
293-430	.2000	.2000
431-624	.2100	.2100

## NIGHT/WEEKEND RATES

<u>MILES</u>	<u>INITIAL MINUTE</u>	<u>EACH ADD'L MINUTE</u>
0-10	\$.1200	\$.1200
11-22	.1300	.1300
23-55	.1400	.1400
56-124	.1500	.1500
125-292	.1600	.1600
293-430	.1600	.1600
431-624	.1600	.1600

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**SECTION 4 - RATES, CONT.****4.4 Additional Charges**

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

Operator - Station	\$1.00
Customer Dialed Calling Card	1.00
Person-to-Person	3.25
Operator Dialed Surcharge	1.15
Set Use Fee (PATS Service)	0.25

**4.5 Directory Assistance**

A per call charge applies to calls to directory assistance.

Per call \$0.40

**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 calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

**4.6.2 Directory Assistance for Handicapped Persons**

There is no charge for Directory Assistance for calls from handicapped persons, with a maximum of 50 inquiries per monthly billing cycle. Such persons must contact the Company for credit on their directory assistance calls.

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