



July 8, 1996 Via Overnight

210 N. Park Ave. P.O. Drawer 200 Winter Park, FL 32790-0200

Florida Public Service Commission Division of Communications 2540 Shumard Oak Boulevard Gerald L. Gunter Building, Room 270 Tallahassee, FL 32399-0850

960812-71

Tel: 407-740-8575 Fax: 407-740-0613

Re: Application of Security Telecom Corporation for a Certificate to Provide Interexchange Telecommunications Services Between Points Within the State of Florida

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Security Telecom Corporation.

Also enclosed is a check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Questions regarding this filing may be directed to me at (407) 740-8575.

Yours truly,

Hal Stringer Consultant to

Security Telecom Corporation

Check received with filing end ferwarded to Piscal for deposit. Piscal to ferward a copy of check to RAK with proof of deposit.

cc: Marge Winter - Security

file: Security - FL

tms: FL96000

initials of person who forwarded check:

DOCUMENT NUMBER-DATE

07222 JUL-95

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

Application Form

for

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

To:

Florida Public Service Commission Division of Records and Reporting 2540 Shumard Oak Boulevard Gerald R. Gunter Building, Room 270 Tallahassee, Florida 32399-0850

(904) 413-6600

This package includes the original and twelve (12) copies of the application along with a non-refundable application fee of \$250.00.

- This is an application for:
 - (X) 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.

- 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.
 - () Alternative Operator Service 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.
 - (X) 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.
 - () Call aggregator company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.
- Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

Security Telecom Corporation

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

Security Telecom Corporation

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

Security Telecom, Inc. 1209 W. North Carrier Suite 300 Grand Prairie, Texas 75050 Telephone: (214) 988-3737

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

None.

Structure of organization:

()	Individual		()	Corporation		
		Corporation	()	Foreign	Partnership	
		Partnership	()	Limited	Partnership	
1)	Other						

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

Not applicable.

- (a) Provide proof of compliance with the foreign 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 the company, give reason why not.

If incorporated, please give:

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

See Attachment I.

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

The Prentice-Hall Corporation System, Inc.
1201 Hayes Street
Suite 105
Tallahassee, FL 32301

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

Fictitious name registration number: n/a

- (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.

No officer, director or stockholder of the company has been adjudged bankrupt, mental'y incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the company are involved in proceedings which may result in such action.

(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 the company, give reason why not.

No officer, director, partner or stockholder of the company is an officer, director or stockholder in any other Florida certificated telephone company.

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

Hal Stringer
Consultant to Security Telecom Corporation
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

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

Marge Winter, General Manager Security Telecom, Inc. 1209 W. North Carrier Suite 300 Grand Prairie, Texas 75050 Telephone: (214) 988-3737

(c) Tariff:

Hal Stringer
Consultant to Security Telecom Corporation
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from customers:

Marge Winter, General Manager Security Telecom, Inc. 1209 W. North Carrier Suite 300 Grand Prairie, Texas 75050 Telephone: (214) 988-3737

- 11. List the states in which the applicant:
 - (a) Has operated as an interexchange carrier.

Security Telecom currently provides telecommunications services to inmates of confinement facilities in the following states:

Minnesota Alabama Arizona Mississippi Missouri Colorado Florida Nevada North Dakota Georgia Oklahoma Illinois Tennessee Iowa Texas Kansas Wisconsin Kentucky Louisiana

(b) Has applications pending to be certificated as an interexchange carrier.

Oklahoma (Security Telecom is permitted to operate while application is pending.)

(c) Is certificated to operate as an interexchange carrier.

Security Telecom is authorized to provide telecommunications services to inmates of confinement facilities in the following states:

Missouri Alabama Iowa Nevada Arizona Kansas North Dakota Colorado Kentucky Florida Georgia Louisiana Tennessee Minnesota Texas Wisconsin Illinois

Mississippi Security Telecom, a wholly owned subsidiary of Security Telecom Corporation is authorized to operate within the state of M ssissippi.

Regulatory agency categorization of inmate service providers varies between states. Therefore, depending on the state, Security Telecom may be authorized as an inmate service provider, COCOT provider, operator services provider, or as an interexchange carrier.

11. List the states in which the applicant (c	continued):	t (continued):
---	-------------	--------------	----

(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.

None

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

None

12.	What ser	vices	will	the	applicant	offer	to	other	certified
	telephon	e comp	anies	:					

() Facilities () Operators () Billing and Collection () Sales () Maintenance () Other:

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

(X) Pay commissions?
() Offer sales franchises?

() Offer multi-level sales incentives?

(X) Offer other sales incentives?

 Explain any of the offers checked in question 13 (to whom, what amount, type of franchise, etc.).

Commissions may be paid to sales representatives based on sales performance. Currently, all sales personnel are employees of Security Telecom Corporation.

- 16. Who will receive the bills for your service (check all that apply)?
 - (X) Residential customers

() PATS providers

() Hotels & motels

() Universities

(X) Other: (specify)

- (X) Business customers
- (X) PATS station end-users
- (X) Hotel & motel guests
- () Univ. dormitory residents
- 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?

For direct dial (1+) services, the name of Security Telecom will appear on the bill. Customers may contact Security Telecom directly via the company's toll-free number (1-800-947-0899) to inquire about their bill.

For Debit Card services offered to the general public, no bill will be rendered by the company. However, Security Telecom Corporation's name, address and telephone number will appear on all cards.

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

For direct dial (1+) services, Security Telecom plans to bill its customers directly.

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 II.

X	MTS with distance sensitive per minute rates
	Method of access is FGA
	Method of access is FG3
	X 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.
_	MIS for pay telephone service providers.
	Block of time calling plan (Reach Out Florida,
-	Ring America, etc.)
	800 Service (toll free)
100	
	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 mbps, DS-3, etc.)
	(FOI ex. 1.544 mbps, bb 5, ecc.)
x	Travel service (Provided on a pre-paid basis/debit card)
	Method of access is 950
	X Method of access is 800
	900 service
_	Operator Services
	Available to presubscribed customers Available to non presubscribed customers (for
	example, patrons of hotels, students in
	universities, patients in hospitals.
	Available to inmates
	Available to immeets
	Services included are:
	Charles againtance
	Person to person assistance
	Person to person assistance Directory assistance
	Operator verily and interrupt
	Conference calling

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

For direct dial service, customers dial "1" plus the destination number, including area code, to place a call with the company's service.

For Debit Card Service: an 800 access number, plus a personal identification number (PIN), plus the destination telephone number.

21. Other:

APPLICANT ACKNOWLEDGMENT STATEMENT

- 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.
- GROSS RECEIPTS TAX: I understand that all telephone companies 2. must pay a gross receipts tax of one and one-half percent, or currently applicable rates, on all intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax, or other currently applicable percentage, must be paid on intra and interstate revenues.
- APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.
- 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.
- 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 telephone service.
- ACCURACY OF APPLICATION: By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Jeff Rothell, President

Security Telecom Corporation

APPENDICES

A - Certificate of Transfer Statement

B - Customer deposits and advance payments

C - Intrastate network

D - Florida telephone exchanges and EAS routes

ATTACHMENTS:

I - Florida Secretary of State Registration

II - Proposed Tariff

III - Resumes

IV - Financial Information

APPENDIX A

CERTIFICATE OF TRANSFER STATEMENT

Ι,	, current
holder of certificate number	, have
reviewed this application and	join in the petitioner's
request.	
Not Applic	able.
	Signature of owner or chief officer of the certificate holder.
	Title:
	Date:

APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYME.. IS

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.)

Jeff/Røthel/1, President

Security Telecom Corporation

Date: 6-28-96

APPENDIX C

INTRASTATE NETWORK

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

1) None.

2)

3)

4)

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

A Security Debit 9000 System owned by Security Telecom will be used to provide Debit Card Service. This system is a proprietary computer-based switching system developed by Security Telecom. Switching equipment is located at:

1209 W. North Carrier Suite 300 Grand Prairie, TX 75050

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

POP-to-POP

TYPE

OWNERSHIP

1) None

2)

3)

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)

Statewide.

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

Not applicable.

- CURRENT FLORIDA INTRASTATE SERVICES: Applicant has (X) or has 6. 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 service begin?

Pursuant to authority granted in Docket No. 950626-TC on August 7, 1995, Certificate No. 4233, Security Telecom Corporation is authorized to provide pay telephone services including automated collect calling and debit account services to inmates of confinement institutions as well as members of the general public.

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

Not applicable.

Rothell, President

Security/Telecom Corporation

Date: 6-28-96

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).

Jacksonville
Gainesville
Daytona Beach
Ocala
Orlando
Cocoa
Melbourne
West Palm Beach
Miami
Pensacola
Panama City
Tallahassee
Titusville

Tampa
Clearwater
St. Petersburg
Lakeland
Winter Park
Ft. Lauderdale
Pompano Beach
Hollywood
North Dade
Sarasota
Ft. Myers
Naples

Security Telecom Corporation intends to offer service throughout the State of Florida.

Jeff Rothell, President Security Telecom Corporation

Date: 6-28-96

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA



Bepartment of State

I certify from the records of this office that SECURITY TELECOM CORPORATION is a Texas corporation authorized to transact business in the State of Florida, qualified on June 14, 1995.

The document number of this corporation is F95000002882.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1995, and its status is active.

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

Given under mp hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Fourteenth dap of June, 1995

CR2EO22 (1-95)

Sendia B. Mortham

Sandra B. Mortham Secretary of State

ATTACHMENT II

PROPOSED TARIFF

Florida Tariff No. 1 Original Sheet 1

TITLE PAGE

FLORIDA TELECOMMUNICATIONS TARIFF

OF

SECURITY TELECOM CORPORATION

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Security Telecom Corporation with principal offices located at 1209 W. North Carrier, Suite 300, Grand Prairie, Texas 75050. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

EFFECTIVE: ISSUED: July 1, 1996

ISSUED BY:

Jeff Rothell, President 1209 W. North Carrier, Suite 300



This tariff contains Sheets 1 through 37 inclusive, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION		SHEET	REVISION
1	Original		31	Original *
	Original		32	Original *
3	Original		33	Original *
2 3 4	Original		34	Original *
5	Original		35	Original *
6	Original	. 755	36	Original *
7	Original		37	Original *
8	Original	*		Color II
9	Original			
10	Original	*		
11	Original			
12	Original			
13	Original			
14	Original	*		
15	Original	*		
16	Original	*		
17	Original	*		
18	Original	* 28		
19	Original	*		
20	Original	*		
21	Original	*		
22	Original	*		
23	Original	*		
24	Original	*		
25	Original	*		
26	Original	*-172-		
27	Original	*		
28	Original	*		
29	Original	*		
30	Original	*		

* - Indicates new or revised sheet with this filing

EFFECTIVE: ISSUED: July 1, 1996

ISSUED BY:

Jeff Rothell, President 1209 W. North Carrier, Suite 300

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EFFECTIVE: ISSUED: July 1, 1996

ISSUED BY:

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ISSUED: July 1, 1996

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ISSUED BY:

SYMBOLS

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

- Delete or Discontinue (D) -
- Change Resulting in an Increase to a Customer's (I) -Bill
- Moved from another Tariff Location (M) -
- (N) -New
- Change Resulting in a Reduction to a Customer's (R) -Bill
- Change in Text or Regulation but no Change in Rate (T) or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

ISSUED: July 1, 1996 EFFECTIVE:

ISSUED BY:

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 their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains 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.

ISSUED: July 1, 1996

EFFECTIVE:

ISSUED BY:

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

Central Office C.O. Corporation Corp.

Federal Communications Commission FCC Florida Public Service Commission FPSC

Interexchange Carrier IXC

Local Access and Transport Area LATA

Local Exchange Carrier LEC

Message Telecommunications Service MTS

Private Branch Exchange PBX

EFFECTIVE: ISSUED: July 1, 1996

ISSUED BY:

Jeff Rothell, President 1709 W. North Carrier, Suite 300

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions

Access Line - An arrangement which connects the Customer's telephone to a Security Telecom designated switching center or point of presence.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

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

Commission - The Florida Public Service Commission.

Company or Carrier - Security Telecom Corporation unless otherwise clearly indicated by the context.

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.

ISSUED: July 1, 1996

EFFECTIVE:

ISSUED BY:

Jeff Rothell, President

1209 W. North Carrier, Suite 300

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

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

LEC - Local Exchange Company.

Personal Identification Number (PIN) - See Authorization Code.

Security Telecom - Used throughout this tariff to refer to Security Telecom Corporation

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Subscriber - See Customer.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

ISSUED: July 1, 1996

EFFECTIVE:

ISSUED BY:

Florida Tariff No. 1 Original Sheet 10

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

ISSUED: July 1, 1996

EFFECTIVE:

ISSUED BY:

Joff Rothell, President

1209 W. North Carrier, Suite 300

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of Security Telecom

Security Telecom is a resale common carrier providing intrastate outbound direct dialed (1+) and travel services to Customers within the State of Florida.

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

Security Telecom provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Security Telecom may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Security Telecom services. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Security Telecom within the state of Florida.

ISSUED: July 1, 1996

EFFECTIVE:

ISSUED BY:

Jeff Rothell, President

1209 W. North Carrier, Suite 300

2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (c) any calls placed by or through the Customer's equipment via any remote access feature(s);
- (d) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

ISSUED: July 1, 1996

EFFECTIVE:

ISSUED BY:

2.3 Payment and Credit Regulations, (Cont'd.)

2.3.2 Deposits

The Company does not require a deposit from the Customer or Subscriber.

2.3.3 Advance Payments

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

2.3.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer invoices.

ISSUED: July 1, 1996

EFFECTIVE:

ISSUED BY:

2.4 Refunds or Credits for Service Outages or Deficiencies

2.4.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment and/or communications systems provided by the Customer or Subscriber, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired Before giving such notice, the by Customer. Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Interruptions caused by Customer-provided, Subscriber-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

Credit = $A/30 \times B$

A = outage time in days

B = total monthly charge for affected service.

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ISSUED BY: Jeff Rothell, President

1209 W. North Carrier, Suite 300

Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

2.4.2 Inspection, Testing and Adjustment

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

2.4.3 Liability

- (A) The liability of the Company for any 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 shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other 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 any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- (C) The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.

ISSUED: July 1, 1996 EFFECTIVE:

2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

2.4.3 Liability (cont'd.)

- The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, name, or service mark, trade interference with competition, misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, content revealed to, transmitted, processed, handled, or used by Company under (ii) for connecting, this tariff, or combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- (E) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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ISSUED BY: Jeff Rothell, President

1209 W. North Carrier, Suite 300 Grand Prairie, Texas 75050

2.5 Minimum Service Period

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

2.6 Cancellation by Customer

Unless otherwise specified elsewhere in this tariff or by mutually accepted contract between the Customer and the Company, service may be canceled by the Subscriber or Customer on not less than 30 days prior written notice to the Company.

2.7 Refusal or Discontinuance by Company

- 2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Security Telecom will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.7.2 Security Telecom may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days 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 purpose other than that described in the application.

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2.7 Refusal or Discontinuance by Company, (Cont'd.)

2.7.2 (cont'd.)

- (C) For neglect or refusal to provide reasonable access to Security Telecom or its agents for the purpose of inspection and maintenance of equipment owned by Security Telecom or its agents.
- (D) For noncompliance with or violation of Commission regulation or Security Telecom's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (E) For nonpayment of bills, provided that suspension or termination of service shal! not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Security Telecom's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by Security Telecom or its agents.

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2.7 Refusal or Discontinuance by Company, (Cont'd.)

2.7.2 (cont'd.)

- (H) Without notice for unauthorized or unlawful use of Travel Service numbers and Authorization Codes. Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- (I) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Security Telecom 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.
- (J) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- (K) For periods of inactivity over sixty (60) days.

ISSUED: July 1, 1996

EFFECTIVE:

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Jeff Rothell, President

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2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2 Security Telecom reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.8.3 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.
- 2.8.4 Security Telecom reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

ISSUED: July 1, 1996

EFFECTIVE:

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Florida Tariff No. 1 Original Sheet 21

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling Security Telecom's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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Jeff Rothell, President 1209 W. North Carrier, Suite 300

2.10 Employee Concessions

[Reserved for Future Use]

2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber, except as otherwise provided. Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.12 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

2.13 Cost of Collection and Repair

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

2.14 Tests, Pilots, Promotional Campaigns and Contests

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

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

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Jeff Rothell, President

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2.15 Other Rules

- 2.15.1 Security Telecom reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.
- 2.15.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the FPSC.

ISSUED: July 1, 1996

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SECTION 3.0 - DESCRIPTION OF SERVICE

3.1 General

Security Telecom provides direct dialed (1+) service and prepaid travel card services for communications originating and terminating within the State of Florida under terms of this tariff. Operator Services are not furnished by Security Telecom to its customers direct dial or travel service customers. Operator Services will be provided and billed by the Company's underlying carrier at rates as described in the underlying carrier's tariff on file with the Florida Public Service Commission.

3.2 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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3.3 Calculation of Distance

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

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

Formula:

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

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3.3 Calculation of Distance, (Cont'd.)

EXAMPLE: Distance between Miami and New York City -

V H

Miami: 8,351 529 New York: 4,997 1,406

Difference: 3,354 -877

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

Divide by 10: 12,018,445 / 10 = 1,201,844.5

Round up: 1,201,845

Take square root: 1,201,845 = 1,096.3

Round up: 1,097 miles

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1209 W. North Carrier, Suite 300

3.4 Timing of Calls

Billing for calls placed over the Security Telecom network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.4.1 Call timing 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.
- 3.4.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.4.3 Minimum call duration periods for billing purposes vary by service option and are specified in Section 4 of this tariff.
- 3.4.4 For billing purposes, usage after the initial period varies by service and is specified in Section 4 of this tariff.
- 3.4.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Security Telecom will, after review of the appropriate records, issue credit for the call if reasonable proof or justification for the credit exists.

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Jeff Rothell, President

1209 W. North Carrier, Suite 300

3.5 Rate Periods

3.5.1 Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*		DAYTIME	RATE	PERIO)		
5:00 PM TO 11:00 PM*		EVENING	RATE	PERIO)		EVE
11:00 PM TO 8:00 AM*		NIGH	IT/WEE	KEND RA	TE PE	RIOD	

- * Up to but not including.
- 3.5.2 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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3.6 Outbound Long Distance Service

Security Telecom's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Intrastate service is sold as an add-on to interstate service.

Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

Rates, minimum billing periods, applicable discounts and qualification requirements for service are provided in Section 4 of this tariff.

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Jeff Rothell, President

1209 W. North Carrier, Suite 300

Florida Tariff No. 1 Original Sheet 30

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.7 Travel Service

Security Telecom's Travel Services are offered to Customers of Security Telecom Outbound Long Distance Services or as a stand alone service. Service is offered 24 hours a day, seven days a week to all valid terminating locations. Intrastate service is sold as an add-on to interstate service.

Access to Security Telecom's Travel Card service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with area code.

Rates, minimum billing periods, applicable discounts and qualification requirements for service are provided in Section 4 of this tariff.

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Florida Tariff No. 1 Original Sheet 31

SECTION 4.0 - RATES

4.1 General

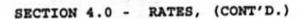
Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

Customers are billed based on their use of Security Telecom Corporation's services and network. No installation charges apply.

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Jeff Rothell, President 1209 W. North Carrier, Suite 300



4.2 Exemptions and Special Rates

4.2.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications devise 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. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.

- (A) 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.
- (B) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

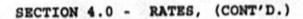
4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Security Telecom Corporation will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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4.3 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.4 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

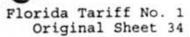
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SECTION 4.0 - RATES, (CONT'D.)

4.5 Outbound Long Distance Service

4.5.1 Standard Plan

Security Telecom's Standard Plan outbound long distance service is available to residential and business customers. For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. Time of day discounts apply.

USAGE CHARGES:

Mileage Band	DAY		EVEN	ING	NIGHT/WEEKEND	
	Initial Minute	Addl. Minute	Initial Minute	Addl. Minute	Initial Minute	Addl. Minute
1-10	\$0.2000	\$0.2000	\$0.1500	\$0.1500	\$0.1200	\$0.1200
11-22	0.2200	0.2200	0.1700	0.1700	0.1300	0.1300
23-55	0.2500	0.2500	0.1900	0.1900	0.1400	0.1400
56-124	0.2700	0.2700	0.1900	0.1900	0.1500	0.1500
125-292	0.2800	0.2800	0.1900	0.1900	0.1600	0.1600
293-430	0.2800	0.2800	0.2000	0.2000	0.1600	0.1600
431+	0.2800	0.2800	0.2100	0.2100	0.1600	0.1600

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SECTION 4.0 - RATES, (CONT'D.)

4.6 Travel Service

4.6.1 Prepaid Travel Service (Debit Card)

Security Telecom's debit card service is offered as a flat-rated travel card account service. Establishment of an account balance entitles the consumer to access the Carrier's network for a preset amount of usage. All calls will be debited from the available account balance in full-minute increments on a real-time basis. Customers will be interrupted with an announcement when the account balance is about to be exhausted.

Debit cards containing account numbers and dialing instructions are available in various denominations. The debit card is non-refundable and will expire on the date specified on the card or package in which the card is enclosed. Any unused balances may be applied toward any replenishment amount. Unlike a deposit or advance payment, the debit card account balance is not held against future payment as all service is available for immediate consumption.

For billing purposes, usage is rounded up to the next full minute increment after a minimum initial period of one (1) minute. Time of day discounts do not apply. No per call or per connection service charges apply. The Per Minute below rate is inclusive of all applicable taxes.

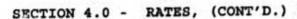
PER MINUTE USAGE CHARGE:

\$0.65

ISSUED: July 1, 1996

EFFECT. VE:

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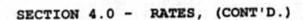


4.7 Travel Service, (Cont'd.)

Prepaid Travel Service - Sponsor Program 4.7.3

A Sponsor Program is offered to organizations or commercial entities for distribution of debit cards to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Carrier and the The Sponsor is responsible for name, Sponsor. service mark or other image on the card. Carrier reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the Sponsor, these cards may not be renewed.

July 1, 1996 EFFECTIVE: ISSUED:



4.7 Travel Service, (Cont'd.)

4.7.4 Prepaid Travel Service - Account Renewal

For Customer accounts provided with a renewal option, Customers may renew or increase the available usage balance within an account by making additional payments to the Company or the Company's authorized agents.

The following per minute rate applies to Customers who renew the balance on a Company-issued prepaid card account.

For billing purposes, usage obtained through renewal of an account is rounded up to the next full minute increment after a minimum initial period of one (1) minute. Time of day discounts do not apply. No per call or per connection service charges apply. The Per Minute below rate is inclusive of all applicable taxes.

PER MINUTE USAGE CHARGE:

\$0.65

ISSUED: July 1, 1996

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ATTACHMENT III

MANAGERIAL AND TECHNICAL CAPABILITIES

SECURITY TELECOM CORPORATION Managerial and Technical Capabilities

Security Telecom relies on the technical expertise of its underlying carrier for maintenance and administration of its long distance network and the facilities used for transmission of calls.

Call processing and switching equipment used in the routing and billing of debit card services is a proprietary computer-based switching system developed by Security Telecom. This equipment is located at the headquarters of Security Telecom and maintained by technicians on site.

The officers and directors of Security Telecom Corporation, possess their own managerial and technical skills which are necessary to provide resold telecommunications service to customers within the state of Florida. The following profiles are offered as additional evidence of the technical and managerial expertise of Applicant:

Mr. Bill Ohland, A Director of Security Telecom has over eighteen years of experience in the pay telephone and vending industries. In 1983, Mr. Ohland helped pioneer the deregulation of pay telephones at both federal and state (Texas) levels. The advent of a competitive pay telephone market provided an opportunity for Mr. Ohland who co-founded one of the industry's leading payphone manufacturer's - Intellicall, Inc. Prior to 1983, Mr. Ohland owned and operated a vending company servicing a variety of coin-operated vending machines.

Mr. Jeff Rothell, President of Security Telecom, is responsible for the technical and day-to-day operations of the business. Mr. Rothell has over eleven years experience in the payphone industry including installation and maintenance of equipment, revenue collection, and management of pay telephone locations. Mr. Rothell personally supervises each new installation and coordinates the work of Security Telecom technicians in states where the Company provides service.

Mr. Jeff Martin, Vice President and Director of Security Telecom, owns and operates Governmental Marketing Association, Inc. which specializes in the marketing of products and services to local and state correctional agencies. Mr. Martin is a former Executive Director of the Texas Corrections Association. His past experience provides the Company with a broad understanding of the needs facing today's prison/correctional facilities.

Mr. Robert Hughes, Secretary/Treasurer and Director of Security Telecom brings experience in governmental and judicial affairs to the Company. Mr. Hughes has been a Texas State District Court Judge as well as a State Representative. Mr. Hughes is presently an attorney and lobbyist for an array of business organizations and state associations.

The above referenced personnel may be contacted by mail at Security Telecom's principle offices at 1209 W. North Carrier, Suite 300, Grand Prairie, Texas 75050 or via telephone at (214) 988-3737.

ATTACHMENT IV

FINANCIAL STATEMENTS

Exhibit A

Security Telecom Corporation Balance Sheets December 31, 1995 and 1994

	ASSETS 19	95	1994	
Current assets				s - 0 -
Cash		\$ 6,826		\$ -0-
Accounts receivable-trade (pledge			\$1,544,518	1 222 648
Reserve for billing adjustments	(50,000)	1,480,663	(323,870)	1,220,648
Accounts and notes receivable-				
employees		21,153		5,609
Prepaid expenses		27,191		- 0 -
Total current assets		1,535,833		1,226,257
Fixed assets (partially pledged)				
Telephone equipment	4,210,709		2,758,777	
Furniture and fixtures	105,788		83,084	
Building improvements	2,000		2,000	
Total	4,318,497		2,843,861	
Accumulated depreciation	(858,425)		(368,999)	
Total fixed assets		3,460,072		2,474,862
Other assets				
Investments	85,302		85,302	
Organization costs, net of				
accumulated amortization	- 0 -		117	
Deposits	34,406		50,433	
Prepaid expenses	11,984		- 0 -	
Total other assets		131,692		135,852
Total assets		\$5,127,597		\$3,836,971
LIABILITI	ES AND STOCKHOL	DERS' EQUITY		
Current liabilities				
Bank overdraft	\$ 275,695		\$ 107,529	
Advance on receivables	1,159,969		865,696	
Accounts payable - trade	863,314		612,020	
Current portion notes payable	663,585	The sales	489,225	
Current portion capital leases	415,068		384,637	
Accrued expenses	327,507		209,730	
Total current liabilities	- 1 (- 1) (- 1) (- 1) (- 1)	\$3,705,138		\$2,668,837
Long-term liabilities				
Notes payable	258,075		512,414	
Capital leases	370, 136		418,389	
Total long-term liabilities		628,211		930,803
Total liabilities		4,333,349		3,599,640
Common stock	2,857		2,857	
Retained earnings	791,391		234,474	
		794,248		237,331
Total stockholders' equity				\$3,836,971

The accompanying notes are an integral part of this statement.

. . .

Security Telecom Corporation Statements of Income and Retained Earnings For the Year Ended December 31, 1995 and 1994

Exhibit B

	1995		1994	
Sales		\$11,401,597		\$8,088,460
Expenses				
Cost of sales	\$8,370,345		\$ 5,833,637	
Personnel costs	715,193		604,377	
Depreciation and amortization	497,479		264,234	
Interest	319,506		166,516	
General and administrative	1,070,504		835,757	
Total operating expenses		10.973.027		7,704,521
Income from operations		428,570		383,939
Other income		128,347		66,161
Net income		556,917		450,100
Retained earnings, beginning		234,474		(215,626)
Retained earnings, ending		5 791,391		\$ 234,474