



Ameracall

2056 Cass, Suite 100 • PO Box 582
Tallahassee, FL 32309-0582

616 922 8111
Fax: 616 922 2279

September 16, 1996

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

961145-TI

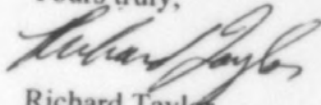
Dear Ms. Bayo,

Pursuant to page #1, Instruction E of the Application Form For Authority to Provide Interexchange Telecommunication Service Within the State of Florida, please find enclosed herewith an original and six (6) copies of that form and Ameracall, Inc.'s tariff to provide intralata service in the State of Florida. Also, please find herewith an application fee check in the amount of two hundred and fifty dollars (\$250.00) payable to the Florida Public Service Commission.


As discussed, it is understood that should this Application and tariff be rejected for any reason(s), that no additional fees or penalties will be assessed when amended corrected refilings are made.

Please advise this office at your earliest convenience as to the status of this matter.

Yours truly,


Richard Taylor
Administrative Assistant

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

 Initials of person who forwarded check.

Enclosures (8)

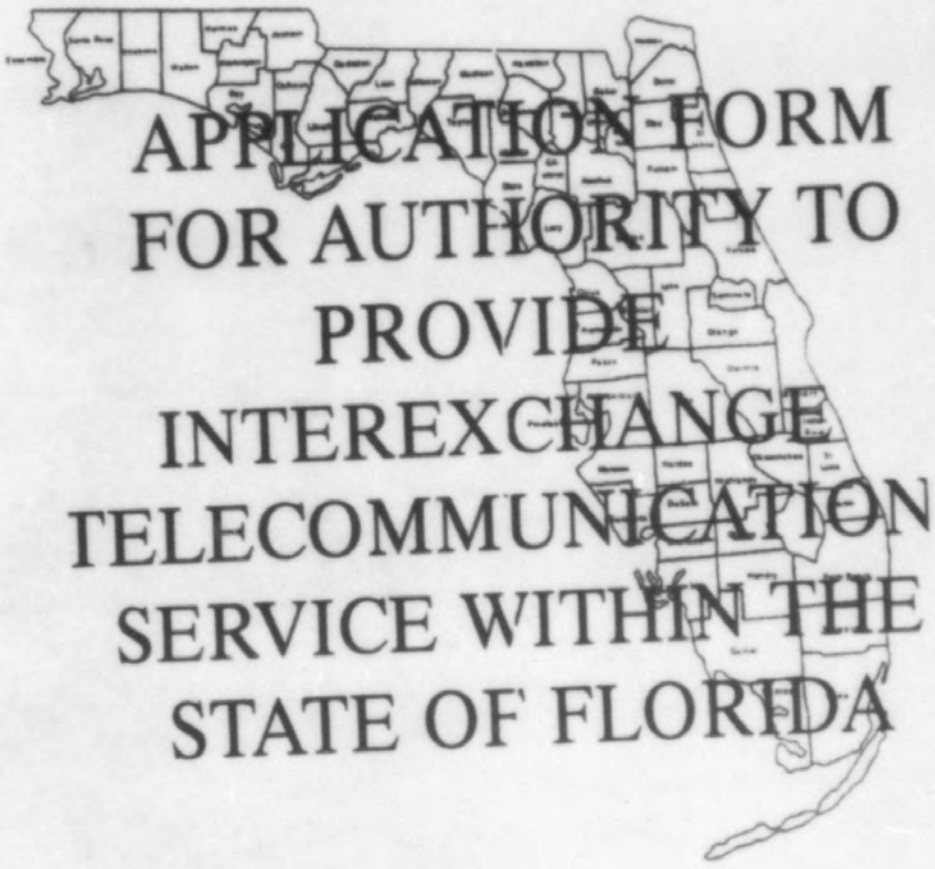
cc: Paula Isler

DOCUMENT NUMBER-DATE

09999 SEP 19 96

FPSC-RECORDS/REPORTING

961145-11



APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
TELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLORIDA

DOCUMENT NUMBER - DATE

09999 SEP 19 88

FPSC RECORDS REPORTING

**** 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

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:

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

- 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 Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251

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 an 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: *Ameracall, Inc.*

4. Name under which the applicant will do business (fictitious name, etc.): *Ameracall L.D., Operator Services Network*

5. National address (including street name & number, post office box, city, state and zip code). *P.O. Box 582*
3055 Cass Road South, Suite #100, Cass Commerce Centre, Traverse City, MI 49685-

6. Florida address (including street name & number, post office box, city, state and zip code): *N/A* *0582*

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. *See attached letter dated February 21, 1996.*

Corporate charter number: *Not Yet Provided*

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

*1200 South Pine Island Road
Plantation, FL 33324*

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable. *The two (2) draft applications for Registration of Fictitious Name will be filed as soon as the original forms supplied by Florida.*

Fictitious name registration number: *Not Yet Provided*

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been: *No to both (1) and (2).*

(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.

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

- (a) The application; *Richard Taylor, Administrative Assistant*
- (b) Official Point of Contact for the ongoing operations of the company; *Russell Madsen, President*
- (c) Tariff; *Richard Taylor, Administrative Assistant*

(d) Complaints/Inquiries from customers; *Gary Jefferson,
Customer Service
Department Manager*

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.
As defined by the laws of the State of Florida, all of the United States.

(b) Has applications pending to be certificated as an interexchange carrier. *Presently, none other than this one.*

(c) Is certificated to operate as an interexchange carrier. *Ohio, Wisconsin, Massachusetts, New York, New Jersey*

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. *N/A*

(e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. *N/A*

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved. *Ameracall, Inc. was sued by*

NCI, Inc., a Michigan based operator service provider regarding competition issues. This suit was settled.

12. What services will the applicant offer to other certificated telephone companies: *None.*

- () Facilities. () Operators.
() Billing and Collection. () Sales.
() Maintenance.
() Other: _____

13. Do you have a marketing program? *Yes, in only a skeletal form at present.*

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.). *Because this marketing plan is not finalized, details are not yet available. Commissions will be provided to sales agents for sales. Bonus and other sales incentives may also be offered.*

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. Hotel & motel guests.
- Universities. Univ. dormitory residents.
- Other: (specify) Correctional and Health Care Facilities.

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?

No, not at present. However, it may happen this way in the future.

- (b) Name and address of the firm who will bill for your service. *This depends upon which company is contracted.*

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 *Please see attached.*
2. income statement *Please see attached.*
3. statement of retained earnings for the most recent 3 years. *Please see attached.*

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.

B. Managerial capability. *Please see attached.*

C. Technical capability. *This depends upon which company is contracted.*

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 enclosed tariff for filing.

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).

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
Russell P. Madren
President
Title

9/16/96
Date

(616)922-8111
Telephone No.

**** 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):

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

9/16/96
Date

Russell P. Madsen
President
Title

(656) 922-8111
Telephone No.

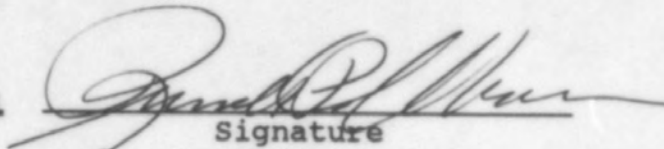
5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () 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?

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

UTILITY OFFICIAL:


Signature

9/16/96

Date

Russell P. Madsen

President

Title

(616) 922-8111

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.

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 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.

FORM PSC/CMU 31 (3/96)

Required by Commission Rule Nos. 25-24.471 and 25-24.473.

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

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

FORM PSC/CMU 31 (3/96)

Required by Commission Rule Nos. 25-24.471 and 25-24.473.

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES
- E - GLOSSARY



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

February 21, 1996

CT CORP

Qualification documents for AMERACALL, INC. were filed on February 21, 1996, and assigned document number F96000000866. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Michael Mays
Document Specialist
Division of Corporations

Letter Number: 796A00007598

NOTICE UNDER FICTITIOUS NAME ACT

Notice is hereby given that the undersigned pursuant to the "Fictitious Name Act," Chapter 865.09 Florida Statutes will register with the Florida Department of State upon receipt of proof of the publication of this notice, the fictitious name, to wit:

Operator Services Network

under which (I am) (we are) engaged in business

(or)

under which (I) (we) expect to engage in business at (address) _____

Dated at _____, this _____ day of _____

19 ____.

Ameracall, Inc.

X

Russell Madsen

(PLEASE PRINT OR TYPE SIGNATURES)

(*If registrant is a corporation, insert corporate name here followed by the signature of an officer.)

NOTICE UNDER FICTITIOUS NAME ACT

Notice is hereby given that the undersigned pursuant to the "Fictitious Name Act," Chapter 865.09 Florida Statutes will register with the Florida Department of State upon receipt of proof of the publication of this notice, the fictitious name, to wit:

Ameracall L.D.

under which (I am) (we are) engaged in business

(or)

under which (I) (we) expect to engage in business at (address) _____

Dated at _____, this _____ day of _____

19 ____.

* Ameracall, Inc.
X
Russell Madsen, President

(PLEASE PRINT OR TYPE SIGNATURES)

(*If registrant is a corporation, insert corporate name here followed by the signature of an officer.)

AMERICAN BELL, INC
INCOME STATEMENT
TWELVE MONTHS ENDED DECEMBER 31, 1964

Revenue	\$ 2,488,936
Cost of sales	<u>\$ 1,858,611</u>
Gross profit	\$ 630,325
Selling and administrative expenses	<u>\$ 1,905,411</u>
Net income before provision for income taxes	\$ (1,275,086)
Provision for income taxes	<u>\$ -</u>
Net income	<u>\$ (1,275,086)</u>

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Section 1

1. Operator Services Network
Fictitious Name to be Registered

2. C/o CT Corporation
Mailing Address of Business
1200 South Pine Island Road
City Plantation Florida 33324
Zip Code

3. Florida County Broward

4. FEI Number: 38-3072630

Use Ameracall's physical address of
3055 Cass Rd S, Ste #100
Traverse City, MI 49684

This space for office use only

Section 2

A. Owner(s) of Fictitious Name if Individual(s) (use an attachment if necessary):

1. Last First MI
Address
City State Zip Code
SS#

2. Last First MI
Address
City State Zip Code
SS#

B. Owner(s) of Fictitious Name if Corporation(s) (use an attachment if necessary):

1. Ameracall, Inc.
Corporate Name
P.O. Box 582
Address
Traverse City MI 49685-0582
City State Zip Code
Florida Corporate Document No.: E96000000866
FEI Number: 38-3072630
 Applied for Not Applicable

2. Corporate Name
Address
City State Zip Code
Florida Corporate Document No.:
FEI Number:
 Applied for Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

Signature of Owner Russell Maden Date 6/10/92 Phone Number: 616-922-8111

Signature of Owner Jim Schepkeray Date 6/10/92 Phone Number: 616-922-8111

Section 4

FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name _____
_____ which was registered on _____ and was assigned
registration number _____

Signature of Owner _____ Date _____ Signature of Owner _____ Date _____

Mark the applicable boxes Certificate of Status — \$10 Certified Copy — \$30

FILING FEE \$50

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

NOTICE UNDER FICTITIOUS NAME ACT

Notice is hereby given that the undersigned pursuant to the "Fictitious Name Act," Chapter 865.09 Florida Statutes will register with the Florida Department of State upon receipt of proof of the publication of this notice, the fictitious name, to wit:

Operator Services Network

under which (I am) (we are) engaged in business

(or)

under which (I) (we) expect to engage in business at (address) _____

Dated at _____, this _____ day 19 _____.

Ameracalt, Inc.
X
Russell Madsen

(PLEASE PRINT OR TYPE SIGNATURES)

(*If registrant is a corporation, insert corporate name here followed by the signature of an officer.)

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Section 1

1. Ameracall L.D.
Fictitious Name to be Registered

2. c/o CT Corporation
Mailing Address of Business
1200 South Pine Island Road
City Plantation Florida 33324
Zip Code Broward

3. Florida County Broward

4. FEI Number: 38-3072630

Use Ameracall, Inc.'s physical address
of 3055 Cass Road
Suite #100
Traverse City, MI 49684

This space for office use only

Section 2

A. Owner(s) of Fictitious Name if Individual(s) (use an attachment if necessary):

1. Last First MI Address City State Zip Code SS#

2. Last First MI Address City State Zip Code SS#

B. Owner(s) of Fictitious Name if Corporation(s) (use an attachment if necessary):

1. Ameracall, Inc.
Corporate Name
P.O. Box 582
Address
Traverse City MI 49685-0582
City State Zip Code
Florida Corporate Document No.: F76000000866
FEI Number: 38-3072630
 Applied for Not Applicable

2. Corporate Name Address City State Zip Code Florida Corporate Document No.: FEI Number: Applied for Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

Signature of Owner Russell Madson Phone Number: (616) 922-8111

Signature of Owner Jim Schaefer Phone Number: (616) 922-8111

Section 4

FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name _____ which was registered on _____ and was assigned registration number _____

Signature of Owner _____ Date _____ Signature of Owner _____ Date _____

Mark the applicable boxes Certificate of Status — \$10 Certified Copy — \$30

FILING FEE \$50

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

CRF 001 (1/91)

NOTICE UNDER FICTITIOUS NAME ACT

Notice is hereby given that the undersigned pursuant to the "Fictitious Name Act," Chapter 865.09 Florida Statutes will register with the Florida Department of State upon receipt of proof of the publication of this notice, the fictitious name, to wit:

Ameracall L.D.

under which (I am) (we are) engaged in business

(or)

under which (I) (we) expect to engage in business at (address) _____

Dated at _____, this _____ day of _____

19 ____.

Ameracall, Inc.

X
Russell Madsen, President

(PLEASE PRINT OR TYPE SIGNATURES)

(*If registrant is a corporation, insert corporate name here followed by the signature of an officer.)

AMERACALL, INC
BALANCE SHEET
AS OF DECEMBER 31, 1995

Assets	Balance at 12/31/95	Liabilities	Balance at 12/31/95
Current assets	\$ 47,219	Current liabilities	\$ 78,990
Cash	\$ 569,765	Accounts payable- trade	\$ 188,895
Accounts receivable	\$ 300,852	Accrued commission expense	\$ 17,053
Advance receivable	\$ 34,995	Accrued taxes	\$ 6,418
Inventory	<u>\$ 952,831</u>	Accrued interest	\$ 19,875
Total current assets		Accrued expense	\$ 255,846
Property and equipment	\$ 228,524	Current portion of long term debt	<u>\$ 1,243,764</u>
Furniture and fixtures	\$ 3,112	Advance revenue liability	<u>\$ 1,810,841</u>
Leasehold improvements	\$ 159,155	Total current liabilities	
Computer equipment	\$ 22,600	Long term liabilities	\$ 1,066,117
Vehicles	\$ 413,391	Notes payable	\$ 100,000
Total property and equipment	<u>\$ (127,361)</u>	Advance agreement	<u>\$ 2,976,958</u>
Less: accumulated depreciation	<u>\$ 286,030</u>	Total liabilities	
Net property and equipment		Stockholders' equity	\$ 25,000
Other assets	\$ 29,389	Class A common stock	\$ 40,000
Intangibles- net of amortization	\$ 1,000	Class B common stock	\$ 1,863
Deposits	<u>\$ 30,389</u>	Paid in excess of capital	\$ (499,485)
Total other assets		Retained earnings	<u>\$ (1,275,086)</u>
Total assets	<u>\$ 1,269,250</u>	Current years net income	<u>\$ (1,707,708)</u>
		Total equity	<u>\$ 1,269,250</u>
		Total liabilities and stockholders' equity	

AMERITVLL, INC
INCOME STATEMENT
TWELVE MONTHS ENDED DECEMBER 31, 1988

Revenue	\$ 2,488,936
Cost of sales	<u>\$ 1,858,611</u>
Gross profit	\$ 630,325
Selling and administrative expenses	<u>\$ 1,905,411</u>
Net income before provision for income taxes	\$ (1,275,086)
Provision for income taxes	<u>\$ -</u>
Net income	<u>\$ (1,275,086)</u>

Bad
copy

AMERACALL, INC.
 STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
 FOR THE THREE YEARS ENDED DECEMBER 31, 1995
 (\$)

	Common Stock Class A	Common Stock Class B	Paid In Excess	Retained Earnings	Total
Balance, December 31, 1992	0	40,000	1,863	(84,735)	(42,872)
Net Loss in 1993				(194,638)	(194,638)
Adjustment				(2,074)	(2,074)
Balance, December 31, 1993	0	40,000	1,863	(281,447)	(239,584)
Prior period adjustment				16,186	16,186
Balance as adjusted	0	40,000	1,863	(265,261)	(223,398)
Conversion of debt into Stock	25,000				25,000
Net Loss in 1994				(234,224)	(234,224)
Balance, December 31, 1994	25,000	40,000	1,863	(499,485)	(432,622)
Net Loss in 1995				(1,275,086)	(1,275,086)
Balance, December 31, 1995	25,000	40,000	1,863	(1,774,571)	(1,707,708)

AMERACALL, INC
 STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
 FOR THE YEAR ENDED DECEMBER 31, 1995

	Common Stock Class A	Common Stock Class B	Paid In Excess	Retained Earnings	Total
Balance, December 31, 1994	\$ 25,000	\$ 40,000	\$ 1,863	\$ (499,485)	\$ (432,622)
Net earnings				\$ (1,275,086)	\$ (1,275,086)
Balance, December 31, 1995	\$ 25,000	\$ 40,000	\$ 1,863	\$ (1,774,571)	\$ (1,707,708)

AMERACALL, INC
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 1995

CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss	\$ (1,275,086)
Noncash expenses included in income:	
Depreciation	\$ 94,080
Amortization	\$ 7,929
Loss on disposal of property and equipment	\$ 3,151
(Increase) decrease in:	
Accounts receivable	\$ (327,225)
Advance receivable	\$ (300,852)
Inventory	\$ 25,902
Prepaid expenses	\$ 1,195
Increase (decrease) in:	
Accounts payable-trade	\$ (3,535)
Accrued commission expense	\$ 139,607
Accrued taxes	\$ 14,329
Accrued interest	\$ 1,189
Accrued expense	\$ (57,303)
Net cash used by operating activities	<u>\$ (1,676,619)</u>
Cash flows from investing activities	
Purchase of capital equipment	\$ (234,991)
Net cash used in investing activities	<u>\$ (234,991)</u>
Cash flows from financing activities	
Increase in new debt	\$ 2,665,427
Reduction of debt	\$ (715,030)
Net cash provided by financing activities	<u>\$ 1,950,397</u>
Increase in cash	\$ 38,787
Cash, beginning of year	\$ 8,432
Cash, end of year	<u><u>\$ 47,219</u></u>

AMERACALL, INC
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 1995

Note 4- Accrued commission expense

Accrued commission expense represents an estimate of payments to be made to sales agents and telemarketing rooms related to commission income accrued as of the end of the year.

Note 5- Advance revenue liability

The company has received \$1,071,145 from MCI representing advances to be repayed in full from cash reserves in monthly payments nine months after receipt of each monthly advance. The balance also reflects advances of \$172,619 from NTC, which will be reduced by commissions earned and withheld in subsequent months.

Note 6- Notes payable

A summary of notes payable as of December 31, 1995 follows:

	Current Portion	Long term Portion	Total
Note payable with FMB, with interest at prime which varies, and monthly payments of \$2,660, maturing on October 2, 2000.	\$ 21,096	\$ 100,237	\$ 121,333
Note payable with FMB, with variable interest at prime, requiring interest only payments until July 16, 1996, when required payments changes to \$16,700 per month. Note matures on June 16, 2000.	100,200	556,300	656,500
Demand note payable to Donald Schopieray, with interest at 18%.	13,000	-0-	13,000
Demand note payable to Grace MacDonald with interest at 20%.	20,000	-0-	20,000
Note payable to South Airport Property Corp at no interest, related to buyout of investors interest in stock and corporate debt requiring monthly payments of \$3,500.	21,000	-0-	21,000
Note payable to Slater Charitable Remainder Trust, with interest at 14%, and monthly payments of \$1,158, due Oct 21, 1998.	9,879	22,259	32,138

AMERACALL, INC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 1995

Note 1- Organization

Ameracall, Inc is a for profit C corporation established in 1992 to market telecommunications equipment and services. The company entered into a major contract with MCI in 1995, and maintains company offices in Traverse City, Detroit, and Grand Rapids Michigan. In addition to company run offices, Ameracall, Inc has established partnership relationships with telemarketing companies in several states, and plans to continue to expand its telemarketing base by increasing the number of additional partnerships during 1996.

Note 2- Summary of significant accounting policies

Trade accounts receivable- the company considers trade accounts receivable to be fully collectable. The company services various long distance carriers that have different arrangements regarding bad debt. Most carriers deduct an amount from commission payments which is estimated to equal the expected bad debt, with periodic adjustments to commission payments for actual experience. The MCI contract does not obligate the company to absorb any bad debt related to the sales effort. Two contracts, Network Services and NTC, require the company to carrier the entire bad debt, and any bad debt written off by these carriers is deducted from proceeds to the company as each carrier determines them to be uncollectible. No additional bad debt reserve is established as of the end of the year.

Advance receivable- this balance represents commissions advanced to telemarketing rooms for their sales efforts related to the MCI and NTC contracts. As the commission is earned by each telemarketing room, an appropriate amount is reclassified as commission expense on the income statement. The MCI telemarketing rooms are contractually obligated to repay these amounts by the company withholding residual income payments earned by each telemarketing room.

Inventories- inventories are valued at the lower of cost or market. The inventory consists of office phone equipment and cellular phones for resale.

Property and equipment- property and equipment are recorded at cost. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When items of property and equipment are sold or retired, the related cost and accumulated depreciation is removed from the accounts and any gain or loss is included in the results of operations. Depreciation is calculated at an accelerated basis for both book and tax purposes.

Note 3- Intangible assets

Intangible assets- this balance represents franchise rights with NTC amounting to \$6,583 net of amortization, net organization costs amounting to \$351, and computer software amounting to \$22,455 net of amortization.

AMERACALL, INC
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 1995

Note 4- Accrued commission expense

Accrued commission expense represents an estimate of payments to be made to sales agents and telemarketing rooms related to commission income accrued as of the end of the year.

Note 5- Advance revenue liability

The company has received \$1,071,145 from MCI representing advances to be repayed in full from cash reserves in monthly payments nine months after receipt of each monthly advance. The balance also reflects advances of \$172,619 from NTC, which will be reduced by commissions earned and withheld in subsequent months.

Note 6- Notes payable

A summary of notes payable as of December 31, 1995 follows:

	Current Portion	Long term Portion	Total
Note payable with FMB, with interest at prime which varies, and monthly payments of \$2,660, maturing on October 2, 2000.	\$ 21,096	\$ 100,237	\$ 121,333
Note payable with FMB, with variable interest at prime, requiring interest only payments until July 16, 1996, when required payments changes to \$16,700 per month. Note matures on June 16, 2000.	100,200	556,300	656,500
Demand note payable to Donald Schopieray, with interest at 18%.	13,000	-0-	13,000
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Note payable to South Airport Property Corp at no interest, related to buyout of investors interest in stock and corporate debt requiring monthly payments of \$3,500.	21,000	-0-	21,000
Note payable to Slater Charitable Remainder Trust, with interest at 14%, and monthly payments of \$1,158, due Oct 21, 1998.	9,879	22,259	32,138

AMERACALL, INC
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 1995

Note 6- Notes payable- continued

	Current Portion	Long Term Portion	Total
Note payable to G. M. Associates, with interest at 12%, and monthly payments amounting to \$6,337, maturity on April 1, 2000.	\$ 48,382	\$ 203,812	\$ 252,194
Advance agreement with George Slater requiring payment of 17% of certain call revenue until such time that investment is paid back, followed by continuation of 1.5% commission to be paid on same business revenue.	-0-	100,000	100,000
Note payable with Nation's Credit Union, with interest at 17%, monthly payments of \$237, mature on August 17, 1997.	2,160	1,953	4,113
Note payable with Old Kent, with interest at prime plus 2.5%, monthly payments of \$186, maturing on August 1, 1996.	1,460	-0-	1,460
Various capital equipment leases with Breton Financial Company and Tricon Capital Corp., with combined monthly payments amounting to \$2,450.	18,669	42,199	60,868
Investment with Stephen Oliver, granting investor with right to receive percentage of revenue generated by companies Detroit telemarketing room revenue for a period of four years.	-0-	100,000	100,000
Capital lease with George Slater, requiring monthly payments of \$326 which amounts to interest only.	-0-	39,357	39,357
	<u>\$ 255,846</u>	<u>\$ 1,166,177</u>	<u>\$ 1,422,023</u>

The company is a guarantor on two notes between two MCI telemarketing rooms and an investor in those rooms. The outstanding balance of these two notes as of December 31, 1995 was \$96,805.

AMERACALL, INC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 1995

Note 7- Related party transactions

The company has a note with Donald Schopieray amounting to \$13,000, who is the father of one of the companies principals. Additionally, George Slater has an advance agreement and various note that have a combined total balance as of December 31, 1995 of \$423,689.

The companies accounts receivable includes a balance of \$5,055 related to three of the principals of the company.

**/ Ameracall, Inc.
Personnel Profiles**

Executive Management

Russell P. Madsen	President and CEO
Patrick E. Duke	Senior Vice President
James A. Schopieray	Vice President Business Systems
Harold C. Belcher	Financial Manager / Accountant
Edward C. Smith	Senior Marketing Manager
Kelly Lehn-Madsen	Operations Manager

Russell P. Madsen

Russell P. Madsen is President and co-founder of Ameracall, Inc. He has over fifteen years of sales and sales management experience. Prior to founding Ameracall, Mr. Madsen was a finance and lease manager in the automotive industry and a founder of Citmap Corporation, a map publishing company. His areas of expertise includes business and product development, personnel management, and marketing.

Mr. Madsen plans, develop and establishes policies and objectives in accordance with the decisions of the Board of Directors. Mr. Madsen oversees the effective and profitable operation and growth of the Corporation, sales and marketing, product and service development and overall management of the executive staff. He is also responsible for identifying new markets and strategic alliances.



Edward C. Smith

Edward C. Smith is a Senior Marketing Manager with Ameracall, Inc. Previously Mr. Smith was Ameracall's Operator Service Manager. In that capacity he was responsible for the development, implementation, sales, service and management of our Operator Service Network. Prior to joining Ameracall Mr. Smith held a variety of management positions. Mr. Smith's expertise is in sales management.

Mr. Smith is responsible for the effective operation of the marketing and sales functions of Ameracall, including the development and training of new sales channels, market research, advertising and related functions.

Kelly Lehn-Madsen

Kelly Lehn-Madsen is Ameracall's Operations Manager. Mrs. Madsen started with the company at its inception and has worked in the implementation and development of every department in the company. Prior to joining Ameracall, Mrs. Madsen had several years of general office management and administration experience and three years of branch office management and customer service experience.

Mrs. Madsen is responsible for the general management of the internal operations of the company, including supervision of department managers, carrier communication and MIS.

Patrick E. Duke

Patrick E. Duke is Senior Vice President with Ameracall, Inc. and a owner of the Corporation. Prior to joining the company, Mr. Duke was a successful entrepreneur and investor owning several small businesses. Prior to that he served as a consultant to the oil and gas industry.

Mr. Duke directs and manages assigned operations or divisions to assure effective management and growth on a profitable basis consistent with established objectives. He also makes recommendations and assists the President in the development and formulation of overall company objectives, financial policies and future alliances and acquisitions.

James A. Schopieray

James A. Schopieray is Vice President of the Business System Division and a co-founder of Ameracall, Inc. Prior to founding Ameracall Mr. Schopieray held a variety of sales and marketing positions and owned several successful small business in northern Michigan. Mr. Schopieray's expertise is in sales and marketing.

Mr. Schopieray is responsible for all of Ameracall's Business System Operations. This includes technology selection, marketing, sales, service and installation. Mr. Schopieray also manages the call routing technology and equipment installation of our operator services traffic to our leased operator service center in Chillicothe, Ohio.

Harold C. Belcher

Harold C. Belcher is the financial manager/accountant for Ameracall. Mr. Belcher has recently joined the management staff of Ameracall. Mr. Belcher brings to Ameracall 26 years experience as an Account, Financial Analyst, Controller and Financial Manager.

Mr. Belcher is responsible for the supervision of all accounting functions, preparation of financial statements and operations analysis.

Ameracall is currently interviewing for a Chief Financial Officer (C.F.O.), and plans to add this person to its staff by September 1, 1996.



Edward C. Smith

Edward C. Smith is a Senior Marketing Manager with Ameracall, Inc. Previously Mr. Smith was Ameracall's Operator Service Manager. In that capacity he was responsible for the development, implementation, sales, service and management of our Operator Service Network. Prior to joining Ameracall Mr. Smith held a variety of management positions. Mr. Smith's expertise is in sales management.

Mr. Smith is responsible for the effective operation of the marketing and sales functions of Ameracall, including the development and training of new sales channels, market research, advertising and related functions.

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Mrs. Madsen is responsible for the general management of the internal operations of the company, including supervision of department managers, carrier communication and MIS.

TITLE SHEET
FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, rates, charges, terms and conditions of service applicable to the furnishing of service and facilities for telecommunications services provided by Ameracall, Inc., with principal offices at 3055 Cass Road South, Suite #100, Cass Commerce Centre, Traverse City, MI 49684. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission (FPSC), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

Ameracall, Inc.

Florida Tariff No. 1
Original Sheet 2

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheets(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of 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
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17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original

Issued: September 15, 1996

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

EFFECTIVE:

29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original

Issued: September 15, 1996

EFFECTIVE:

by: Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

TABLE OF CONTENTS

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Symbols Sheet.....5
Tariff Format Sheets.....6
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Section 3 - Description of Service.....31
Section 4 - Rates.....40

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

SYMBOLS SHEET

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In a Reduction To a Customer's Bill
- T - Change in Text or Regulation But No Change In Rate or Charge

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

TARIFF FORMAT SHEETS

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 fourth (4th) revised Sheet 14 cancels the third (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 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 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).
- 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. 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.

EFFECTIVE:

Issued: September 15, 1996

by: Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects the customer's location to an Ameracall's location or network switching center.

Aggregator - Any person, business, firm, partnership, corporation, or other entity that, in the ordinary course of its operations, subscribes to services of the Company for the purposes of making telephones available to the public or to transient users of its premises, for interstate telephone calls using the services of Ameracall. In order to subscribe the Aggregator may lease or manage the pay telephone, PBX, or other switch vehicle from which a Consumer places a call utilizing the services of the Company. The Aggregator has a pre-existing business arrangement with the Company and may also be a Customer or an End User.

Alternative Operator Services - Alternative Operator Services are those services provided by the Carrier in which the customer and end user are totally separate entities. The Carrier contracts with the customer to provide the alternative operator services; however, the Carrier does not directly contract with the End User to provide the services even though it is the End User who actually pays for the processing of the operator assisted calls.

Ameracall - Used throughout this tariff to mean Ameracall, Inc. d/b/a Ameracall L.D. and/or Operator Services Network.

Authorization Code or Dial Access Code - A numerical code or number that may be dialed by the Customer or Consumer, one or more of which are available to enable it to access and connect with and be billed by the network of a specific carrier to which that number has been assigned, thereby directly by-passing the other available types of call billing methods. This is used by a carrier both to prevent unauthorized access to its facilities and to identify the Customer or Consumer for billing purposes.

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

Automatic Numbering Identification - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card Call - A billing arrangement by which the charges for a call may be billed to a valid telephone company issued Calling Card.

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

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

Commission: The Florida Public Service Commission (FPSC).

Common Carrier - A company or entity providing telecommunications services to the public and subject to the jurisdiction of the FPSC.

Company or Carrier - Used throughout this tariff to refer to Ameracall, Inc. d/b/a Ameracall L.D., Operator Services Network, unless otherwise specified or clearly indicated by the context.

Consumer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call without any operator assistance.

Consumer Dialed Travel Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call. Service is accessed via a "1-800" dialing sequence.

Consumer or End User - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges. The Consumer or End User is typically a member of the transient public and, as such, does not contract directly with the Company for provisioning or termination of service.

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Credit Card - A billing convenience whereby the customer may bill charges for a call to an authorized national bank charge card such as VISA, MasterCard or American Express. Terms and conditions of the agreement between the credit card company and its patrons will apply to payment arrangements.

Customer or Subscriber - any person, firm, partnership, corporation, or other entity which orders and uses, arranges, rearranges, or discontinues any telecommunications services, and is responsible for payment, all under the provisions and regulations of charges due and in compliance with the Company's tariff regulations.

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

Dedicated Access - A method of reaching the Carrier's services whereby the Subscriber is connected directly to the Carrier's access point without utilizing the services of the local switched network.

Equal Access - The ability of the Carrier to serve Consumer or End Users on a presubscribed basis rather through the use of dial access codes.

Evening Rate Period - From 5:00 PM up to, but not including, 11:00 PM local time Monday through Friday. The Evening Rate Period is applied on the Company recognized holidays unless a lower rate would normally apply.

Federal Communication Commissions (FCC): The national telecommunications regulatory authority that holds both preemptive and concurrent jurisdiction with the FPSC.

Holidays - Ameracall, Inc.'s recognized holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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Local Exchange Company (LEC) - The telephone company which provides the dial tone and local access service with billing services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

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

Operator Assisted Calls - Calls requiring assistance for completion, usually by dialing 0+(area code)+(exchange)+(line number), i.e. "0+"; or by dialing "0", with all subsequent dialing being performed by Alternative Operator Services, i.e. "0-".

Operator - Station Call - A service whereby the End User places a non-Person-to-Person (station-to-station) call which is billed via Credit Card, Calling Card, Collect or Third Party, with the assistance of an operator (live or automated).

Person-to-Person Call - A service whereby the End User originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. A person-to-person call may be billed to the called party, a third number, a Credit Card, or a Calling Card.

Premises - A building or buildings on contiguous property.

Special Access - See Dedicated Access.

Telco Card - A billing convenience whereby the Consumer or 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. Also referred to as a Calling Card.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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Time and Charges - A service whereby the End User requests and the Company Operator monitors the start and stop time of a call and conveys the resulting charges to the calling party or Aggregator for the purposes of on-site payment and/or other call accounting purposes.

Traditional Operator Services - Those services provided by the Carrier in which the end user has a customer relationship with the Carrier, the Carrier contracts with the Customer to provide the services, and the Customer pays for the actual processing of the operator assisted calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications and operator services provided by the Company for telecommunications between points within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Carrier may, from time to time, offer various enhanced services and information services within the State of Florida under Section 3. Such services will be provided pursuant to contract to be presented for review and approval by the FPSC and will not be governed by tariff.
- 2.1.3 Carrier may also, from time to time, offer switching, transmission, and/or operator assistance services to other telecommunications carriers, for resale to such companies' customers. The rates for any such services will be determined pursuant to contract, to be presented for review and approval by the FPSC, and Section 4 of this tariff will not apply thereto.
- 2.1.4 The services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but do include the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying Common Carriers.
- 2.1.5 The rates and regulations contained in this tariff apply only to the Resale Long Distance Services and Alternative Operator Services furnished by Ameracall, and do not apply, unless otherwise specified, to the lines facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

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2.1 Application of Tariff, continued

2.1.6 The services of the Company are furnished to businesses, patrons, patients, students, and other Authorized Users of terminal telephone or other facilities of privately owned coin operator telephone station providers, hotels, motels, hospitals, airports, colleges, universities, and other Aggregator who offer telephone service to their customers, visitors, or patrons, and to other classes of Customers. Contracts will not specify intrastate rates that differ from those named in this tariff. The Company enters arrangements with such Subscribers providing for the availability of Ameracall's nationwide services, including the intrastate services offered under the terms and conditions of this tariff.

2.1.7 The Aggregator is entitled to limit the use of Ameracall's services by users at the Aggregator's facilities, and may use other Common Carriers in addition to or in lieu of the Company for Alternative Operator Services, including but without limitation offering users the ability to access the carrier of the user's own choice.

2.2 Undertaking of Ameracall

2.2.1 Ameracall, Inc. d/b/a Operator Services Network services and equipment are furnished to the Consumer or End Users for communications originating within the state of Florida under the terms of this tariff. The Company's services and equipment are available twenty-four (24) hours per day, seven (7) days per week.

2.2.2 Ameracall, Inc. d/b/a Ameracall L.D. services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. The Company's services and equipment are available twenty-four (24) hours per day, seven (7) days per week.

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2.2 Undertaking of Ameracall, continued

- 2.2.3 Ameracall, Inc. d/b/a Operator Services Network installs, operates, and maintains the communications services provided in this tariff for Consumers or End Users in accordance with the terms and conditions set forth under this tariff. The Company may act as the Aggregator's agent for ordering access connection facilities provided by carriers or entities, when authorized by the Aggregator, to allow connection of an Aggregator's location to an authorized underlying carrier. The Aggregator shall be responsible for all charges due for such service arrangement. The Company's services and facilities are provided and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.4 Ameracall, Inc. d/b/a Ameracall L.D. arranges for installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It 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 Ameracall, Inc. d/b/a Ameracall L.D. network. The Customer shall be responsible for all charges due for such service arrangements. The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.3 Use of Services

- 2.3.1 The Company's services may be used for any lawful purposes consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.2 The use of the company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.3.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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2.3 Use of Services, continued

2.3.4 The Company's services may be denied for the following reasons:

- (A) Following ten (10) days notice, for nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill,
- (B) For violation of any provision of this tariff,
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over Ameracall's services, or
- (D) By reason of any order decision of a court, public service commission (such as the FPSC), or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.4 Limitations on Service

- 2.4.1 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.4.2 The Company reserves the right to discontinue furnishing service, or limit the use of service, when necessitated by conditions beyond its control: or when the Customer, or Aggregator, is using service in violation of the provisions of this tariff, or in violation of the law.
- 2.4.3 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.
- 2.4.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer or Aggregator may not transfer or assign the use of service or facilities, except with 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.

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2.4 Limitations on Service, continued

- 2.4.5 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.
- 2.4.6 The Company reserves the right to refuse to process Travel Card, Credit Card, or Calling Card billed calls, when authorization for use of the card cannot be validated or which fail validation.
- 2.4.7 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers, Consumers, and Aggregators as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.4.8 The Company reserves the right to validate the credit worthiness of the Customer through available credit card, and calling card, called number verification procedures. When a requested billing method cannot be validated, the Consumer may be required to provide an acceptable alternate billing method or Ameracall may refuse to place the call.
- 2.4.9 All services provided under this tariff are directly or indirectly controlled by the Company and neither the Customer nor the Consumer or Aggregator may transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply when there is no interruption of the use or location of the service or facilities.
- 2.4.10 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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2.5 Liabilities of the Company

- 2.5.1 The Company shall not be liable for, and shall be held fully harmless for, loss or damage sustained by reason of any failure in or in breakdown of facilities associated with it's services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption (for example but not limited to mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities), and whether negligent or otherwise and however long it shall last. In no event shall Ameracall's liability for any service exceed an amount equivalent to the proportionate charges applicable under this tariff to such service for the period during which the aforementioned faults in transmission occur.
- 2.5.2 The Company shall not be liable for, and shall be held fully harmless and indemnified for, any claim or loss, expense or damage (including indirect, special, or consequential damage), for any failure of performance due to any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if beyond its control and/or caused by any person or entity other than the Company, including, without being limited to, any malfunction of any service or facility provided by any Carrier, Aggregator, or others, by an act of God, fire, flood or other catastrophe, national emergency, insurrection, riot or war, strike, lockout, work stoppage or other labor difficulty, civil disturbance, and any law, order, regulation or other action of any governing authority or agency thereof, or by any other cause beyond the Company's direct control.

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2.5 Liabilities of the Company, continued

2.5.3 Ameracall, Inc. shall not be liable for, and shall be fully indemnified and held harmless by, any Customer, Consumer, Aggregator, or other entity against any claim, loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, false light, infringement of copyright 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 over its services, or used by the Company under this tariff; or for any act or omission of the Customer, Consumer, and Aggregator. Ameracall shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained arising out of the material, data, information, or other content transmitted over the Company's network or facilities, if not directly caused by willful misconduct of the Company.

2.5.4 Ameracall shall not be liable for, and shall be fully indemnified and held harmless by, any Customer, Consumer, Aggregator or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, Consumer, Aggregator or other entity for any personal injury to, or death of, any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its telecommunications services (for example including, but not limited to, directly or indirectly the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided), caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, Consumer, Aggregator or others, whatever shall be the cause and whether negligent or otherwise.

2.5.5 Ameracall shall not be liable for, and shall be fully indemnified and held harmless by, any Customer, Consumer, Aggregator or other entity for any loss, damage, defacement or destruction of the premises of any Customer, or Aggregator or any other entity or any other property whether owned or controlled by the Customer, or Aggregator or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, Consumer, Aggregator or others, whatever shall be the cause and whether negligent or otherwise.

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2.5 Liabilities of the Company, continued

2.5.6 The Company shall not be liable for, and shall be fully indemnified and held harmless by, any Customer, Consumer, Aggregator or other entity for all other claims arising out of any act or omission of the Customer or Aggregator in connection with any service or facility provided by Ameracall, Inc.

2.5.7 The Company may not limit liability for willful misconduct.

2.6 Interruption or Cancellation of Services

2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities.

2.6.2 For purposes of credit computation, every month shall be considered to have seven hundred and twenty (720) hours.

2.6.3 No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.6.4 The Customer shall be credited for an interruption of two (2) hours or more at the rate of 1/20th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula: $\text{Credit} = A/720 \times B$
 "A" - outage time in hours "B" - total monthly charge for affected facility

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2.6 Interruption or Cancellation of Services, continued

2.6.5 Without incurring liability Ameracall may, after providing ten (10) days notice of discontinuance of service to a Customer, discontinue service or withhold the provision of ordered or contracted services:

- (A) For nonpayment of any sum due Ameracall for more than thirty (30) days after issuance of the bill,
- (B) For violation of any of the provisions of this tariff,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Ameracall's services, or
- (D) By reason of any order or decision of a court, public service commission (such as the FPSC) or federal regulatory body or other governing authority prohibiting Ameracall from furnishing its services.

2.6.6 Without incurring liability, Ameracall may interrupt the provision of services upon mutually agreed terms in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Aggregator and Ameracall's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.7 Services Related Expenses

2.7.1 *Deposit*

- (A) Ameracall, Inc. d/b/a Operator Services Network does not require a deposit from the Consumer or End User.

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2.7 Services Related Expenses, continued

- (B) Each applicant for service from Ameracall, Inc. d/b/a Ameracall, L.D. will be required to establish credit. Any applicant whose credit has not been established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges. An existing Customer may be required to make a deposit or increase a deposit presently held. The deposit may be held for as long as the financial condition or credit worthiness of the Customer is considered to be unsatisfactory to the Company.
- (C) The fact that a deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- (D) The Company reserves the right to require an advance payment from a Customer instead of, or in addition to, a deposit. The advance payment shall be an amount equal to or less than two (2) months estimated billing.

2.7.2 *Advance Payment:* For customers from whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimate charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.7.3 *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.

2.7.4 *Employee Concessions:* Any employee of the Company in good standing for three (3) months or longer may receive a ten percent (10.%) credit against its bills (for so long as it remains an employee) for any of the Company's services as a concession.

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2.7 Services Related Expenses, continued

2.7.5 *Payment for Service:* The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Ameracall. All charges due to the Customer are payable to the Company or to the Company's authorized billing agent (such as a local telephone company) upon receipt. Any objections to billed charges must be reported to the Company or its billing agent within thirty days (30) after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.6 *Taxes:* All applicable taxes will be charged to the Customer unless the Aggregator or Customer can demonstrate to the Company's satisfaction that the Aggregator or Customer is collecting the applicable taxes from its customers.

2.7.7 *Collection Costs:* The Company reserves the right to exercise any or all of its applicable legal and equitable remedies to collect unpaid monies owed to it. In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees or expenses reasonably incurred, including a late payment fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Late payment fees on unpaid charges shall begin to accrue thirty (30) days after issuance of the bill. Such late payment fees are separate and distinct from attorney's fees and other costs incurred in collection charges owed to the Company.

2.8 Company Relationships with Aggregators and Other Carriers

2.8.1 *Responsibilities of the Aggregator.*

Aggregators must post on or near the telephone instrument in plain view of Consumers:

- (A) the name, address, and toll-free telephone number of Ameracall, Inc. d/b/a Operator Services Network for rates and service;

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2.8 Company Relationships with Aggregators and Other Carriers, continued

- (B) a written disclosure that the rates for all operator-assisted calls are available on request by phone or in writing, and that Consumers have a right to obtain access to the intrastate and/or interstate Common Carrier of their choice and may contact their preferred Common Carriers for information on accessing that carrier's service using that telephone; and
- (C) the name and address of the enforcement division of the FPSC and Common Carrier Bureau of the FCC, to which the Consumer may direct complaints regarding operator services.
- 2.8.2 Aggregators must ensure that each of its telephones presubscribed to Ameracall, Inc. d/b/a Operator Services Network allows the Consumer to use "800", "950", and 10XXX (where feasible) Authorization Code numbers to obtain access to the provider of operator services desired by the Consumer.
- 2.8.3 No charge by the Aggregator to the Consumer for using an "800" or "950" Authorization Code number, or any other Authorization Code number, may be greater than the amount the Aggregator charges for calls placed using the presubscribed provider of operator services (Ameracall, Inc. d/b/a Operator Service Network).
- 2.8.4 Aggregators must comply with any access requirements or rules that the FSCP and the FCC sets forth, including but not limited to per call "dial around" compensation for calls placed using an Authorization Code.
- 2.8.5 *Interconnection with Aggregator:* The Company's facilities and services may be used with or terminated in Aggregator-provided terminal equipment or Aggregator-provided communications systems, such as a telephone set, PBX, pay phone or key system. Such terminal equipment shall be furnished and maintained at the expense of the Aggregator, except as otherwise provided. The Aggregator is responsible for all costs at its premises, including personnel, writing, 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 FPSC and the FCC.

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2.8 Company Relationships with Aggregators and Other Carriers, continued

2.8.6 *Installation and Termination*: Service is installed upon mutual agreement between the Aggregator and the Company. The service agreement does not alter rates specified in this tariff.

2.8.7 *Interconnection with Other Carriers*: Service furnished by the Company may be connected with the services or facilities of another carrier or company. Such services or facilities, if used, are provided under the terms, rates and conditions of the other carrier or company. As concerns Ameracall, Inc. d/b/a Operator Services Network, the Consumer or Aggregator is responsible for all charges billed by carriers for use in connection with this service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Aggregator. As concerns Ameracall, Inc. d/b/a Ameracall L.D., the Aggregator is responsible for all charges billed by carriers for use in connection with Ameracall L.D.'s service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Aggregator.

2.8.8 *Additional Responsibilities of the Aggregator*

- (A) The Aggregator is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Aggregator shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to end users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's telephone numbers which are not valid Collect, Third Party, Calling Card, or Credit Card calls.
- (B) The Aggregator is responsible for charges incurred for special construction and/or special facilities which the Aggregator requests and which are ordered by the Company on the Aggregator's behalf.

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2.8 Company Relationships with Aggregators and Other Carriers, continued

- (C) If required for the provision of the Company's services, the Aggregator must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- (D) The Aggregator is responsible for arranging access to its premises at times mutually agreeable to the Company and the Aggregator when required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's services.
- (E) The Aggregator shall ensure that the equipment and/or system is properly interfaced with Ameracall, Inc. d/b/a Operator Services Network facilitates or services, that the signals emitted therein are of the proper mode, bandwidth, power, and signal level for the intended use of the Aggregator and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other subscribers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate and/or intrastate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Aggregator fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or quality of service to other Subscribers, the Company may, upon written notice, require the use of protective equipment at the Aggregator's expense. If this fails to produce satisfactory quality and safety, Ameracall may, upon five (5) days written notice, terminate the Aggregator's service.

- (F) The Aggregator must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Aggregator, Consumer, or others, by improper use of the services, or by use of equipment provided by the Aggregator, users, or others.

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2.8 Company Relationships with Aggregators and Other Carriers, continued

- (G) The Aggregator must pay for the loss through theft of any of the Company's equipment installed at Aggregator's premises.

2.9 Relationship between the Company and Customer and Aggregator

2.9.1 *Refusal or Discontinuance by the Company:* The Company may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer or Aggregator will be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (A) For non-compliance with and/or violation of any Federal, State, or municipal law, ordinance or regulation pertaining to telephone service.
- (B) For the use of telephone service for any other property or purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (D) For noncompliance with and/or violation of the FCC's and/or FPSC regulations or the Company's rules and regulations.
- (E) For non-payment of a bill for telephone service thirty (30) days after billing rendering, or upon such time the Company reasonably believes the Customer will not make payment. Customer will be given written notice at least one (1) week in advance of disconnection.
- (F) Without notice in the event of Customer or Aggregator use of equipment or services in such a manner as to adversely affect the Company's equipment, financial status, or the Company's service to others.

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2.9 Relationship between the Company and Customer and Aggregator, continued

- (G) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Aggregator to make, at its 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) For failure of the Aggregator to make proper application for service.
- (J) For Aggregator's breach of the contract for service between the Company and the Aggregator.
- (K) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (L) Travel Card numbers and Authorization Codes are issued only by the Company to its Customers and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or authorization codes will result in the immediate termination of the service without notice.

2.9.2 *Inspection, Testing, and Adjustment*: Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four (24) consecutive hours.

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2.9 Relationship between the Company and Customer and Aggregator, continued

2.9.3 *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 Aggregator, or to the failure of channels, equipment or communications systems provided by the Aggregator, are subject to the general liability provisions set forth in Section 2 herein. It shall be the obligation of the Customer or Aggregator to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer or Aggregator. Before giving such notice, the Customer or Aggregator shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer or Aggregator and connected to Company's terminal. Interruptions caused by Customer-provided or Aggregator-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 local exchange company access.

2.9.4 *Cancellation for Application for Service*

- (A) No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.
- (B) When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Company, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.
- (C) The Customer may cancel service by providing thirty (30) days written notice to the Company. Customers are responsible for payment of all charges incurred up to the cancellation date any past due amounts remaining on their bill.

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2.9 Relationship between the Company and Customer and Aggregator, continued

2.9.5 Use of Recording Devices

- (A) Customers and Authorized Users who use recording devices do so at their own risk. Customer or Authorized User may only use a recording device if the customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.
- (B) A Customer or Authorized User may record a conversation if the customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- (C) A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.
- (D) The requirements of 2.9.5 (A) and (B) are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

2.9.6 Responsibilities of the Consumer

- (A) The Customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a thirty party or an Aggregator.
- (B) The Customer is responsible for compliance with the applicable regulations set forth in this tariff.

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2.9 Relationship between the Company and Customer and Aggregator, continued

- (C) The Consumer is responsible for establishing his or her identity as often as necessary during the course of a call.
- (D) The Consumer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General Description of Service

All services are available twenty four (24) hours a day, seven (7) days a week. Service is offered on a presubscription basis and dial access basis from equal access exchanges. Service is offered on a dial access basis only from exchanges in which equal access is not available. Services arranged for the use of the transient public are subject to restrictions imposed by the FPSC and the FCC.

3.2 Timing of Calls for Ameracall, Inc. d/b/a Operator Service Network:

- 3.2.1 *When Billing Charges Begin and Terminate for Phone Calls:* Long distance usage charges are based on the actual usage. No fixed monthly fees or installation charges apply. Billing charges begin to accrue when usage begins. Usage begins when the called party picks up the receiver (i.e. When two (2) way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. Billing charges cease to accrue when the call is terminated by either party. A call is terminated when the calling or called party hangs up.
- 3.2.2 *Billing Increments:* Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute. Calls beyond one (1) minute are billed in one (1) minute increments.
- 3.2.3 *Per Call Billing Charge:* Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes, with the thirty (30) second mark being the dividing point.
- 3.2.4 *Uncompleted Calls:* There shall be no charges for uncompleted calls. The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

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3.2 Timing of Calls for Ameracall, Inc. d/b/a Operator Service Network, continued

3.2.5 *Billing of Calls*: All charges due by the Customer are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

3.2.6 *Payment of Calls*

(A) **Late Payment Charges**: Interest charges of one and one half percent (1.5%) per month may be assessed on all unpaid balances more than thirty (30) days old.

(B) **Restoration of Service**: A reconnection fee of twenty-five dollars (\$25.00) per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

(C) **Insufficient Funds Checks**: The Company reserves the right to assess a return check charge of twenty five dollars (\$25.00) or five percent (5.0%) of the check, whichever is greater, whenever a check or draft issued by a Customer and presented for payment of Company service is not accepted by the institution on which it is written and returned to Company for insufficient funds.

3.2.7 *Minimum Call Completion Rate*: A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than sixty percent (60.%) during peak use periods for all Company services.

3.2.8 *Collect, Calling Card, and Person to Person Calls*: Charges for calls of this type will be included on the user's or called party's regular residential or business telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

3.2.9 *Credit Card Calls*: Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

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3.2 Timing of Calls for Ameracall, Inc. d/b/a Operator Service Network, continued

3.2.10 *Billing Entity Conditions*: When billing functions on behalf of the Company are performed by local exchange companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

3.3 Calculation of Distance

The Company's usage charges for all mileage sensitive products are based on the airline distance between the serving wire (rate) centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by area code and exchange numbers. All calls are billed from the End User's serving wire center to the terminating point serving wire center. If a call must be transferred to a Common Carrier for completion such that the mileage would be calculated otherwise, the End User will be informed that the rates for the call may not reflect the rates from the actual originating location and the End User must consent to the transfer.

The airline mileage distance between these rate centers is calculated by applying the formula below and using the "V" and "H" coordinates of the serving wire rate centers involved. The Company uses the wire centers that are produced and defined by BellCore (Bell Communications Research) in the NPA-NX V & H Coordinates Tape and BellCore's NECA Tariff No. 4, and incorporated herein by reference. The distance calculation is determined 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.

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3.3 Calculation of Distance, continued

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

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

FORMULA:

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

EXAMPLE: Distance between Miami and Tallahassee...

Miami	V	H
Tallahassee	8,354	546
Difference	<u>7,871</u>	<u>1,720</u>
	483	-1,174

Square and add: 233,289 + 1,378,276 + 1,611,565

Divide by 10 and round: 1,611,565 / 10 = 161,156.5
= 161,157

Take square root and round: 161,157 = 401.4
402 miles

The Company will provide, upon request, the appropriate calculations of airline mileage, per industry standards, between two (2) serving wire centers for any call placed over the Company's network.

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3.4 Calculations of Distance for Ameracall, Inc. d/b/a Ameracall, L.D.

Usage charges are based on the airline distance between serving rate centers associated with the area code and exchange code of the originating and terminating points of the call. Switched access calls are billed from the Customer's serving rate center to the terminating point rate center. Dedicated access calls are billed from the Company access point associated with the Customer to the terminating point rate center.

The Company will provide, upon request, the appropriate calculations of airline mileage, per industry standards, between two (2) serving wire centers for any call placed over the Company's network.

3.5 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.5.1 Chargeable time for Person-to-Person Calls begins when the calling party is connected to the specified person, extension, or agreed alternate, at the called number.
- 3.5.2 Timing for all other calls begins when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.5.3 There is no billing applied for incomplete calls.
- 3.5.4 Chargeable time for all calls ends when one (1) of the parties disconnects from the call.
- 3.5.5 Minimum call duration for billing purposes is one (1) minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.5.6 Calls are measured and billed in one (1) minute increments unless otherwise indicated in this tariff.

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3.6 Ameracall Long Distance Service for Ameracall, Inc. d/b/a Operator Service Network

3.6.1 Ameracall Long Distance Service is provided to host locations for use by transient End Users. This service anticipates the provision of Operator Services and/or billing options. Service is offered under this tariff to Aggregators and End Users in Florida for intrastate calling and throughout the United States for interstate calling. Calls are routed over transmission and switching facilities of the underlying carrier to any valid NPA-NXX in Florida and other United States.

3.6.2 Calls are measured as described in Section 3 of this tariff and rated as described in Section 4 based on time of day, call duration and mileage. Per-minute usage sensitive charges, as well as per-call operator service charges apply.

3.7 Description of Call Types for Ameracall, Inc. d/b/a Operator Service Network

3.7.1 Ameracall Long Distance Service is offered to presubscribed Customers and to Customers who in the normal course of their business make their telephones available for use by transient End Users. Service is only available where facilities and equipment permit. Where Ameracall Long Distance Service is not available to presubscribed Customers, long distance operator assistance requests are handled by the underlying local or long distance carrier at its tariffed rates. Calls are billed in one (1) minutes increments, with additional per call charges reflecting the level of live or mechanical operator intervention.

3.7.2 The type of calls provided include those above defined and described in Section 1: Credit Card, Telco Card, Operator Station, Person-to-Person, and Time and Charges.

3.8 Dialing Options for Ameracall, Inc. d/b/a Operator Service Network

The End User may choose to place a call using the following dialing options:

0-- Operator enters the destination number and the billing number.

0+- End User enters the destination number; Operator enters the billing number.

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3.8 Dialing Options for Ameracall, Inc. d/b/a Operator Service Network, continued

0++ End User enters the destination number and the billing number (Telco Card and Credit Card Calls only.)

3.9 General Description for Ameracall, Inc. d/b/a Ameracall, L.D.

3.9.1 Ameracall, Inc. d/b/a Ameracall, L.D. is available for inbound and outbound calling from switched access lines. Basic service offerings include 1+ long distance service, 800 service, Travel Card and prepaid Travel Card service. Rates for these services vary by specific service offering; and/or time of day, day of week, type of access, milage, volume, term of commitment. In addition, the Company offers intrastate and/or interstate directory assistance and other miscellaneous features to Customers of its services. This is specifically described below for the State of Florida.

3.9.2 Services are provided for the termination of long distance telecommunications within the mainland United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Originating availability varies by service type and the Company reserves the right to limit its service origination to specific geographic areas.

3.10 Service Availability for Ameracall, Inc. d/b/a Ameracall, L.D.

3.10.1 All of the Company's outbound services are available to Customers in any area of the State of Florida served by an equal access central office. Calls can be placed to any location in the state of Florida, as well as U.S. mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

3.10.2 All Ameracall L.D. inbound services are available to Customers in any area of the state of Florida served by an equal access central office. Calls can originate from the state of Florida to the mainland U.S., Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

3.10.3 Travel Card Services are available from originating stations throughout the state of Florida and the mainland United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

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3.10 Service Availability for Ameracall, Inc. d/b/a Ameracall, L.D., continued

3.10.4 All other services are available from any location where domestic interexchange service is provided by Ameracall L.D. on a presubscription basis.

3.11 Service Offerings of Ameracall, Inc. d/b/a Ameracall L.D.

Ameracall L.D. is a flat rate, direct access, intrastate and/or interstate service designated for the customer with less than two thousand dollars (\$2,000) of monthly long distance usage.

3.12 Service Offerings of Ameracall, Inc. d/b/a Operator Service Network

Operator Service Network is an operator service provider service designed for End Users placing calls from various locations within the State of Florida. All 0- and 0+ intraLATA calls are routed to the local exchange company.

3.13 Promotional Trial Service Offerings

- (A) The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety (90) days on a per Customer basis for non-optional recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the FPSC for its review in accordance with rules and regulations established by the FPSC, and will be included in the Company's tariff as an addendum to the Company's price list.

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3.13 Promotional Trial Service Offerings, continued

- (B) At the option of the Company, services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein. waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, of other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six (6) months after the initial offering to the first contract Customer for any given set of terms.

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SECTION 4 - RATES AND CHARGES

4.1 General

- 4.1.1 Each customer is charged individually, for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.
- 4.1.2 Rates charged for long distance service may vary by service offering, time of day, day of week and/or call duration, class or type of call, dialing options, milage band and rate schedule.
- 4.1.3 Customers are billed based on their use of Ameracall's long distance service.
- 4.1.4 Per minute usage rates, in addition to per-call service charges for operator assisted calls apply. Call are billed in full minute increments.
- 4.1.5 *Rate Periods:* Applicable rate periods, including Day, Evening, Night/Weekend are defined above in Section 1
- 4.1.6 *Holiday Rates:* The Company recognized holidays are defined above in Section 1, and the Evening rate period rates apply unless a lower rate would normally apply.
- 4.1.7 *No Charge Calls*
- (A) No charge applies to local emergency calls to recognized emergency numbers of authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Ameracall 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 Customers within thirty (30) days of billing.
- (B) No charge applies to calls to the Company or Aggregator for rate descriptions.

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4.1 General, continued

- (C) No charge applies to service calls to the appropriate entity, such as the Company or Aggregator.
- (D) Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

4.2 Charges for Ameracall, Inc. d/b/a Operator Services Network

- (A) **Operator Service Charges:** Operator services may be provided on calls requiring special billing arrangements or other operator call completion assistance. Charges for calls placed through the carrier vary based on duration, distance, time of day, day of week, class of service and billing method. Usage charges apply to all operator assisted calls. Additionally, the following service charges are billed on a per call basis where appropriate.
- (B) **Customer Dialed Calling Card Charge:** This charge applies in addition to the normal long distance usage charges for calls placed utilizing an authorized telephone Calling Card. The Customer must dial all of the digits required to route and bill the call where the capability exists for the Customer to do so.
- (C) **Operator Station Charges:** This charge applies in addition to the normal long distance usage charges for non-Person-to-Person calls billed to a Calling Card, to a Commercial Credit Card, or Collect and using operator assistance. An operator may assist the caller with placing and/or billing the call.
- (D) **Person to Person Charge:** This charge applies in addition to the normal long distance usage charges for calls placed to a particular party at the destination number. Charges do not apply unless the specified party or an acceptable substitute is available.

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4.2 Charges for Ameracall, Inc. d/b/a Operator Services Network, continued

- (E) **Operator 0-**: The Company will not process 0- calls and will connect instantaneously all 0- calls to the LEC's operators except in the case of restricted inmate calling services. In the case of hotels and motels which require the end users to initially dial an access code and then 0-, such 0- calls will be connected instantaneously to the LEC operator. The Company will neither intercept or initially process any 0- calls.

4.3 Directory Assistance

A Long Distance Directory Assistance charge applies to all calls made from points within the Florida to each call to an intrastate and/or interstate Directory Assistance Bureau utilizing the services of the Company. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Directory Assistance charges are not discounted and will not count toward, nor be calculated as a part of, discounts offered under any Ameracall rate plan. Directory Assistance is available to Customers of Ameracall L.D. for any outbound Ameracall L.D. calling plans when switched access lines are used to originate calls.

Per Call	Maximum	Minimum
Directory Assistance Charge:	Eighty-five cents (\$0.85).	Forty-five cents (\$0.45)

4.4 Ameracall, Inc. d/b/a Operator Services Network Rate Schedule

4.4.1 Usage Charges - Range of Rates

<u>Mileage</u>	<u>Daytime</u>	<u>Evening</u>	<u>Night/Weekend</u>
All Milage Bands	<u>Max./Min.</u>	<u>Max./Min.</u>	<u>Max./Min.</u>
	.070/.025	.070/.025	.070/.025

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4.4 Ameracall, Inc. d/b/a Operator Services Network Rate Schedule, continued

4.4.2 *Service Charges - Range of Rates*

<u>Type of Service Charge</u>	<u>Maximum</u>	<u>Minimum</u>
Customer Dialed Calling Card	\$3.00	\$0.00
Operator Station	\$4.50	\$1.00
Person-to-Person	\$4.50	\$1.50
Operator Dialed (0-)	\$2.00	\$0.00

4.4.3 *Fees*: No fees are collected from the End User in addition to charges specified in this tariff.

4.4.4 *Commissions*: No commissions are collected from the End User in addition to the charges specified in this tariff.

4.4.5 *Aggregator Surcharges*: At the option of the Aggregator, a per-call Aggregator Surcharge may apply for use of the Aggregator's telecommunications facilities and equipment.

4.4.6 *Annual Estimated Minutes*: The following table shows the number of minutes estimated on an annual basis for each Rate Schedule

1996	<u>Estimated Minutes</u>
	5, 000,000

4.5 Call Charges for Ameracall, Inc. d/b/a Ameracall L.D.

4.5.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and called stations are connected.

4.5.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

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4.5 Call Charges for Ameracall, Inc. d/b/a Ameracall L.D., continued

- 4.5.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is eighteen (18) seconds.
- 4.5.4 Unless otherwise specified in this tariff, usage is measured and rounded to the higher six (6) second increment for billing purposes.
- 4.5.5 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.
- 4.5.6 The Company's service is provided for use by presubscribed Customers or Authorized Users. Calls are measured as described in this tariff.
- (A) **Ameracall L.D. Residential Outbound Service:** Ameracall Residential Outbound Service is billed in six (6) second increments with a minimum duration for billing purposes of eighteen (18) seconds of one (1) minute. No minimum commitment is required. Calls originate from Customer-provided standard residential switched access lines and terminate to locations within the mainland U.S..

Per Minute Usage Charges:

<u>Type of Service</u>	<u>Daytime Max./Min.</u>	<u>Evening Max./Min.</u>	<u>Night/Weekend Max./Min.</u>
Residential Inbound	.2000/.1400	.1700/.1100	.1500/.0900

- (B) **Ameracall L.D. Residential Inbound Service:** Ameracall Residential Inbound Service is billed in whole minute increments with a minimum duration for billing purposes of one (1) minute. No minimum commitment is required. Calls terminate to Customer-provided standard residential switched access lines and originate from locations within the mainland U.S..

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4.5 Call Charges for Ameracall, Inc. d/b/a Ameracall L.D., continued

Per Minute Usage Charges:

<u>Type of Service</u>	<u>Daytime</u> <u>Max./Min.</u>	<u>Evening</u> <u>Max./Min.</u>	<u>Night/Weekend</u> <u>Max./Min.</u>
Residential Outbound	.2300/.1700	.2300/.1700	.2300/.1700

- (C) **Ameracall L.D. Business Outbound Service:** Ameracall Business Outbound Service is billed in six (6) second increments with a minimum duration for billing purposes of eighteen (18) seconds of one (1) minute. No minimum commitment is required. Calls originate from Customer-provided standard residential switched access lines and terminate to locations within the mainland U.S..

Per Minute Usage Charges:

<u>Type of Service</u>	<u>Daytime</u> <u>Max./Min.</u>	<u>Evening</u> <u>Max./Min.</u>	<u>Night/Weekend</u> <u>Max./Min.</u>
Business Inbound	.1750/.1150	.1750/.1150	.1750/.1150

- (D) **Ameracall L.D. Business Inbound Service:** Ameracall Business Inbound Service is billed in six (6) second increments with a minimum duration for billing purposes of eighteen (18) seconds of one (1) minute. No minimum commitment is required. Calls originate from Customer-provided standard residential switched access lines and terminate to locations within the mainland U.S..

Per Minute Usage Charges:

<u>Type of Service</u>	<u>Daytime</u> <u>Max./Min.</u>	<u>Evening</u> <u>Max./Min.</u>	<u>Night/Weekend</u> <u>Max./Min.</u>
Business Outbound	.1750/.1150	.1750/.1150	.1750/.1150

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4.5 Call Charges for Ameracall, Inc. d/b/a Ameracall L.D., continued

4.5.7 *Ameracall L.D. Travel Card Service*: Ameracall L.D. Travel Card Service is available to residential and business Subscribers for placing calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by the destination number, an account identification number, and personal identification number. Calls may originate from any standard Touch-Tone residential, business, or pay telephone access line and may terminate to any interstate or intrastate location. A per call charge and usage charges apply.

OPTION 1 - Customers are billed in arrears in conjunction with Ameracall L.D. switched network services previously described. Calls are billed in six (6) second increments and the minimum duration for billing purposes is eighteen (18) seconds.

OPTION 2 - Customers are charged in advance and are not required to be Customers of any other Ameracall L.D. service offering. The amount of advance payment is specified in Section 2.11 and must correspond to the card denominations currently available by the Company at the time of purchase. Denominations are subject to change without notice and without affect to previously issued cards. Call charges are depleted in whole-minute increments following an initial depletion increment of one-minute.

Per Minute Usage Charges:

<u>All Mileage</u>	<u>Per Minute Charges</u>		<u>Per Call Charges</u>	
	<u>Maximum/Minimum</u>		<u>Maximum/Minimum</u>	
Option 1	.5000	.2000	.75	.00
Option 2	.5000	.2000	.75	.00

4.5.8 *Ameracall Switched Non-Mainland Service*: Ameracall Switched Non-Mainland Service is designed for both business and residential Customers. Calls originate from Customer-provided switched access lines in the continental United States and terminate in Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds.

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EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

4.5 Call Charges for Ameracall, Inc. d/b/a Ameracall L.D. continued

<u>Type of Service</u>	<u>Daytime Max./Min.</u>	<u>Evening Max./Min.</u>	<u>Night/Weekend Max./Min.</u>
Alaska	.3500/.1750	.3500/.1750	.3500/.1750
Hawaii	.3500/.1750	.3500/.1750	.3500/.1750
Puerto Rico	.3500/.1750	.3500/.1750	.3500/.1750
U.S. Virgin Island	.3500/.1750	.3500/.1750	.3500/.1750

4.6 Special Rates For The Handicapped

- 4.6.1 *Directory Assistance*: There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.
- 4.6.2 *Hearing and Speech Impaired Persons*: Intrastate toll message rates for IDD users shall be evening rates for daytime calls and night rates for evening and night calls.
- 4.6.3 *Telecommunications Relay Service*: For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by fifty percent (50.%) off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent (60.%) off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a Credit Card surcharge.

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Traverse City, MI 49684

Credit Card or Calling Card Calls

Local 0+Number
All Other Calls 0+Area+Number
Wait for special tone, then dial credit or calling card number.

Collect, Person-to-Person, or Third Party Billing

Local 0+Number
All Other Calls 0+Area+Number
Wait for Operator Assistance.

Station-to-Station Coin Calls

Local Number
All Other Calls 1+Area Code+Number

Directory Assistance Calls

Local 1+555+1212
All Other Calls 1+Area Code+555-1212

Operator Services Provided by



Operator Service Network

P.O. Box 582, Traverse City, MI 49685

For Customer Service 211
For Rates Dial Toll Free 00

Consumers have the right to obtain access to the long distance carrier of their choice. Contact your preferred carrier for access procedures. Inquiries concerning public telephones should be directed to: FCC - Common Carrier Bureau, Enforcement Div. - 2025 M Street NW, Rm 6202, Washington, DC 20554

Complies with Part 68 FCC Rules - Reg. No. E1-589E - 2954-CX.1 - Ringer Eq. 0.24-0.28

Refund or Repair (Free Call) 211



P.O. Box 582 • Traverse City, MI 49685 • 616-922-8111