

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

ORIGINAL

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**

**for**

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

971370-TI

**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

FORM PSC/CMU 31 (11/95)

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

DOCUMENT NUMBER-DATE

10124 OCT-25

FPSC-RECORDS/REPORTING

1. 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.
- Prepaid Debit Card Provider - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. 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).

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

INTERNATIONAL TELE-SERVICES, INC.

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

INTELESEAV

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

5805 STATE BRIDGE ROAD, SUITE G-162  
DULUTH, GEORGIA 30155

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

N/A

7. Structure of organization;

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

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

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

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

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

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

9. If incorporated, please give:

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

Corporate charter number: See Exhibit A.

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

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

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

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. NONE

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. NONE

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

- (a) The application; MARK J. ANGELL 817-329-7424  
ANGELL ASSOCIATES, L.L.P. 817-421-4789  
1075 ROSEWOOD DR.  
GRAPEVINE, TX 76051
- (b) Official Point of Contact for the ongoing operations of the company; LARRY BUTLER  
5805 STATE BRIDGE RD, STE G-162  
DULUTH, GA 30155  
770-495-2331(V) 770-495-2335(F)
- (c) Tariff;  
SAME AS (A)
- (d) Complaints/Inquiries from customers; JASON BUTLER  
SAME AS (B)

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.  
NONE
- (b) Has applications pending to be certificated as an interexchange carrier.  
CA, GA, NY, IA, IL, OH, IN & OR.
- (c) Is certificated to operate as an interexchange carrier. NONE
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. NONE
- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. NONE
- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved. NONE

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

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

13. Do you have a marketing program?

14. Will your marketing program:

- (x) 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.).

\* 0-25,000/mo 3%      \* 50,000 \$100,000/mo 7%  
\* 25,001-50,000/mo 5%      \* 100,001 + 9%

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

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

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?

Yes.

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

ZPDI  
9311 San Pedro  
San Antonio, TX 78216

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

A. Financial capability.

Regarding the showing of financial capability, the following applies: (SEE EXHIBIT C)

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. (SEE EXHIBIT C)
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service. (SEE EXHIBIT C)
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations. (SEE EXHIBIT C)

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

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

(SEE EXHIBIT D)

C. Technical capability. *APPLICANT will utilize the TECHNICAL CAPABILITIES (NETWORK) of the underlying CARRIERS.*

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).

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). 00 n 0 -

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

9-24-97  
Date

President  
Title

770-495-2331  
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-mention 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

9-24-97

Date

President  
Title

770-495-2331  
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).

*The weeklying carriers will comply as well as applicant with Equal Access Exchange Areas requirements in Comm. Rule 25-24.471(4)(a).*

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

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

UTILITY OFFICIAL:

  
Signature

9-24-97  
Date

President  
Title

770-497-233  
Telephone No.

Exhibit A

International Tele-Services, Inc. is currently filing with the Secretary of State for Authority to Conduct Business within the State of Florida via CT Corporation

Exhibit B

Tariff



International Tele-Services, Inc.  
d/b/a "InTeleServ"  
Telecommunications Tariff

Florida Tariff No. 1  
Original Sheet 1

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LONG DISTANCE, OPERATOR ASSISTED, AND DEBIT CARD  
RESALE TELECOMMUNICATIONS SERVICES

Regulations and rates applicable to intrastate long distance, operator assisted, and debit card resale telecommunications services provided by International Tele-Services, Inc. d/b/a "InTeleServ" between points within the State of Florida. A copy of this tariff will be on file at the Florida Public Service Commission and can be reviewed at Company's office located at 5805 State Bridge Road, Suite G-162, Duluth, Georgia 30155 during normal business hours which are from 9:00 am EST to 5:00 pm EST.

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ISSUED: September 30, 1997

EFFECTIVE:

ISSUED BY: Larry E. Butler, President  
5805 State Bridge Road, Suite G-162  
Duluth, Georgia 30155

CHECK SHEET

SHEETS 1 THROUGH 29, INCLUSIVE, OF THIS TARIFF ARE EFFECTIVE AS OF THE DATE SHOWN AT THE BOTTOM OF THE RESPECTIVE SHEET(S). ORIGINAL AND REVISED SHEETS AS NAMED BELOW COMPRISE ALL CHANGES FROM THE ORIGINAL TARIFF AND ARE CURRENTLY IN EFFECT AS OF THE DATE ON THE BOTTOM OF THIS PAGE.

SHEET	REVISION	SHEET	REVISION
1	Original	15	Original
2	Original	16	Original
3	Original	17	Original
4	Original	18	Original
5	Original	19	Original
6	Original	20	Original
7	Original	21	Original
8	Original	22	Original
9	Original	23	Original
10	Original	24	Original
11	Original	25	Original
12	Original	26	Original
13	Original	27	Original
14	Original	28	Original
		29	Original

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SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting in An Increase to A Customer's Bill
- M - Moved From Another 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

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are numbered 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. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

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TARIFF FORMAT (Cont'd)

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

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SECTION 1.            TECHNICAL TERMS AND ABBREVIATIONS

InTeleServ - Used throughout this tariff to mean International Tele-Services, Inc. d/b/a "InTeleServ".

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

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable InTeleServ to identify the origin of the service user so it may rate and bill the call. ANI may be used as or in connection with the authorization code.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer Dialed Calling Card Calls - Calling Cards Calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. a "live" operator) to complete.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Operator Assisted Calls - Calls requiring assistance for completion, usually by dialing 0+ (area code) + (line number); or by dialing "0" or "00", with all subsequent dialing being performed by Operator Services. The following are examples of calls normally placed in this manner:

Calling Card Calls - Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option, and depending upon the service available at a intervention of an attended operator position (i.e. a "live" operator) or may be on an "automated" basis, the latter are termed "Customer Dialed Calling Card Calls" for the purposes of this tariff.

Collect Call - Calls for which charges are billed not to the originating telephone number, but to the destination or termination telephone number.

Credit Card Calls - Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

Person-to-Person - Calls which are placed under the stipulation that the caller will speak only to a specific called party.

Room Charge Calls - Calls for which charges are billed and collected by the subscriber, normally on a hotel or motel bill at "check out", from the guest or occupant of the room from which the call originated. Calls of this type require that InTeleServ communicate the call detail and charges back to the originating subscriber location following completion of the call.

Operator Services - The operators, activities, equipment or services necessary to process Operator Assisted Calls.

Operator Service Charge - A non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

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SECTION 1.            TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Subscriber - The person or legal entity which enters into arrangements for InTeleServ's operator assisted telecommunications services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Third Party Calls - Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

User - The calling party utilizing the services of InTeleServ and responsible for the payment of charges, unless that responsibility has been accepted by others, such as in the case of collect, third party, and room charge calls.

Debit Card - A prepaid long distance calling card sold in increments to the end user. The card is accessed by an 800 number and each time the card is used the remaining balance is given to the end user.

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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 long distance, operator assisted calls, and debit card resale telecommunications services provided by InTeleServ between points within the State of Florida. All services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

A.               Carrier may also, from time to time offer its services to other telecommunications carriers, for resale to such companies' customers. The rates for any such services will be determined pursuant to contract, to the extent authorized by the Florida Public Service Commission, and Section 4 of this tariff will not apply thereto.

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EFFECTIVE:

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SECTION 2.           RULES AND REGULATIONS (Cont'd)

2.1.               Application of Tariff (Cont'd)

- 2.1.2.           The services of InTeleServ are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3.           The rates and regulations contained in this tariff apply to all services furnished by InTeleServ 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 InTeleServ.
- 2.1.4.           The services of InTeleServ are furnished to patrons, patients, students, and other authorized users of the terminal telephone or other facilities of privately owned coin operated telephone station providers, hotels, motels, hospitals, airports, colleges, universities, and other subscribers. InTeleServ enters into arrangements with such subscribers providing for the availability of InTeleServ's nationwide services, including the intrastate services offered under the terms and conditions of this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2. Use of Services

- 2.2.1. InTeleServ's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2. The use of InTeleServ'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.
- 2.2.3. The use of InTeleServ's services without payment for services 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.
- 2.2.4. InTeleServ's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5. InTeleServ's services may be denied for nonpayment of charges or for other violations of this tariff provided termination has five (5) working days notice.

2.3. Liability of InTeleServ

- 2.3.1. InTeleServ shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with InTeleServ's operator assisted services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall InTeleServ's liability for any service exceed the charges applicable under this tariff to such service.

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EFFECTIVE:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of InTeleServ (Cont'd)

- 2.3.2. InTeleServ shall be indemnified and held harmless by any sub- scribee, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over i s operator assisted services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the operator assisted services provided by InTeleServ.
- 2.3.3. InTeleServ is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the operator assisted services of InTeleServ.
- 2.3.4. InTeleServ shall not be liable for any personal injury, 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 operator assisted services, whatever shall be the cause and whether negligent or otherwise.
- 2.3.5. InTeleServ shall not be liable for and shall be indemnified and held harmless by any subscriber, user 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 subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to cooperate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by InTeleServ which is not the direct result of InTeleServ's negligence.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of InTeleServ (Cont'd)

2.3.5. (Cont'd)

No agents or employees of any entity shall be deemed to be the agents or employees of InTeleServ.

2.3.6. InTeleServ shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.

2.4. Responsibilities of the Subscriber

2.4.1. The subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The subscriber 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 numbers which are not collect, third party, calling card, or credit card calls.

2.4.2. The subscriber is responsible for charges incurred for special construction and/or special facilities which the subscriber requests and which are ordered by InTeleServ on the subscriber's behalf.

2.4.3. If required for the provision of InTeleServ's services, the subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to InTeleServ.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Subscriber (Cont'd)

2.4.4. The subscriber is responsible for arranging access to its premises at times mutually agreeable to InTeleServ and the subscriber when required for InTeleServ personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of InTeleServ's services.

2.4.5. The subscriber shall ensure that the equipment and/or system is properly interfaced with InTeleServ facilities or services, that the signals emitted into InTeleServ network are of the proper mode, bandwidth, power, and signal level for the intended use of the subscriber 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 Federal Communications Commission or other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, InTeleServ will permit such equipment to be connected with its channels without the use of protective interface devices.

If the subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to InTeleServ equipment, personnel, or the quality of service to other subscriber's expense. If this fails to produce satisfactory quality and safety, InTeleServ may, upon written notice, terminate the subscriber's service.

2.4.6. The subscriber must pay InTeleServ for replacement or repair of damage to the equipment or facilities of InTeleServ caused by negligence or willful act of the subscriber, users, or by use of equipment provided by the subscriber, users, or others.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Subscriber (Cont'd)

2.4.9. The subscriber shall not configure its equipment to block or otherwise prevent access by its patrons to locally available interexchange carrier(s) other than InTeleServ unless the appropriate waiver and/or other necessary approval has been obtained from the governing regulatory body.

2.5. Responsibility of the User

2.5.1. The user 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 third party, or a subscriber.

2.5.2. The user is responsible for compliance with the applicable regulations set forth in this tariff.

2.5.3. The user is responsible for establishing its identity as often as necessary during the course of a call.

2.5.4. The user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2.6. Cancellation or Interruption of Service

2.6.1. Without incurring liability, InTeleServ may discontinue services with a five (5) working day written notice to a subscriber:

- (a) For non payment of any sum due InTeleServ for more than thirty days after issuance of the bill for the amount due,
- (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 InTeleServ's services, or
- (d) by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting InTeleServ from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6. Responsibility of the Subscriber (Cont'd)

2.6.2. Without incurring liability, InTeleServ may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and InTeleServ's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.6.3. Service may be discontinued by InTeleServ, without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or blocking calls using certain customer authorization codes, when InTeleServ deems it necessary to take such action to prevent unlawful use of its service. InTeleServ will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated at no charge.

2.7. Billing Arrangements

2.7.1. Collect, Calling Card, and Charge Third Party Calls

Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by InTeleServ for its intermediary with the applicable telephone company.

2.7.2. Credit Card Calls

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

2.7.3. Room Charge Calls

When requested by the user, and authorized by the subscriber, the charges may be provided for inclusion on the hotel or motel bill of the user. In such cases, InTeleServ will provide a record of the call detail and charges to the hotel or motel for such billing purposes.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7. Billing Arrangements (Cont'd)

2.7.4. Business & Residential

Charges for calls of these types will be billed directly by InTeleServ to the end user pursuant to the rules and regulations within this tariff. Late charges will be assessed at 1.5% per month. Payment is due not less than fifteen (15) days from date of billing.

2.8. Validation of Credit

InTeleServ reserves the right to validate the credit worthiness of users through available credit card, calling card, call number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or InTeleServ may refuse to place the call.

2.9. Contested Charges

For consideration of any disputed charge, a user must submit in writing or by telephone to InTeleServ, within 30 days of the date the bill is issued, the call details and the bases for any requested adjustment. InTeleServ will promptly investigate and advise the user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.

2.10. Billing Entity Conditions

When billing functions on behalf of InTeleServ are performed by local exchange telephone companies credit card companies or others, the payment of charge conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.11. Deposits

InTeleServ does not require a deposit from the subscriber.

2.12. Taxes

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

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SECTION 2.           RULES AND REGULATIONS (Cont'd)

2.13.           Advance Payments

Company does not require advance payment

2.14.           Return Check

Company charges a \$15.00 return check fee.

2.15.           Employee Concessions

Company does not offer any employee concessions.

2.16.           Emergency Service

Calls to emergency service agencies (police, fire, ambulance, etc.) will be completed at no charge.

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SECTION 3.            DESCRIPTION OF SERVICE

3.1.            Timing of Calls

Billing for calls placed over the InTeleServ network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up. Billing is in one minute increments or 6 second increments, and no customer will be billed for an uncompleted call.

3.1.1.        Collect Calls - Timing begins when the called party accepts the responsibility for payment.

3.1.2.        Person-to-Person Calls (other than Collect) - Timing begins when the designated party comes on line, or when the caller agrees to speak with a substitute party.

3.1.3.        All Others Calls - Timing begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer.

3.2.            Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula on the following page to the vertical and horizontal coordinates associated with the rate centers involved. InTeleServ uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and NECA Tariff F.C.C. No. 4.

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SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

3.2. Calculation of Distance (Cont'd)

Formula =

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

3.3. Service Offerings

3.3.1. Operator Assisted Services

The operator assisted services of InTeleServ consist of the provision of collect, approved telephone company calling card, credit card, room charge, billed to a third number (third party) and person-to-person call services provided to users pursuant to arrangements established by InTeleServ's subscribers. The applicable rates for these services are set forth in Section 4 of this tariff.

3.3.2. Long Distance Services

InTeleServ Business is for business users, InTeleServ Residential is for residential users, InTeleServ 800, & Calling Card can be used by both business & residential users. InTeleServ Business, Residential, 800, and Calling Card services are volume sensitive and the rates are determined monthly based on usage.

3.3.3. Debit Card

The debit card service consist of the provision of prepaid long distance service for transient users. The amount purchased is divided by the per minute rate. The applicable rates for this service is set forth in Section 4 of this tariff.

3.4. Directory Assistance

InTeleServ does not offer directory assistance service.

3.5. Resellers

Company will ensure that any Reseller who purchases services from Company will have the authority from the Commission to conduct business in the State of Florida as a telecommunications provider for the service they purchase.

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SECTION 4.

RATES

This section sets forth the rates and charges applicable to Carrier's Service Offerings. The total charge for each completed operator assisted call consists of two charge elements (except as otherwise provided herein): fixed operator service charge, which will be dependent on the type of billing selected (i.e., calling card, charge third party or other) and/or the completion restriction selected (i.e., station to station or person-to-person); and a measured usage charge dependent on the duration, distance and time of day of the call. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one minute, with fractional minutes of use thereafter counted as one full minute. All other services have one element of charge that consist of the measured usage charge.

The rates set forth in this section are applicable to calls originating and terminating within the State of Florida. Charges may be billed to a local telephone number, major credit card or to the called party or billed directly by InTeleServ.

The service area for InTeleServ's services will be the entire State of Florida.

4.1.

InTeleServ Business

4.1.1.

InTeleServ B1

\$.1900 flat rate day, evening, and night/weekend/holiday  
\$0.00 to \$100.00 per monthly usage inter & intrastate.

4.1.2.

InTeleServ B2

\$.1850 flat rate day, evening, and night/weekend/holiday  
\$100.01 - \$200.00 per monthly usage inter & intrastate.

4.1.3.

InTeleServ B3

\$.1800 flat rate day, evening, and night/weekend/holiday  
\$200.01 - \$300.00 per monthly usage inter & intrastate.

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SECTION 4. RATES (Cont'd)

4.1. InTeleServ Business (Cont'd)

4.1.4. InTeleServ B1

\$.1750 flat rate day, evening, and night/weekend/holiday  
\$300.01 + per monthly usage inter & intrastate.

Installation Fee: None  
Monthly Recurring Charge: None  
Calls are rounded to the next higher 1/10th minute for  
billing purposes.

4.2. InTeleServ Residential

4.2.1. InTeleServ R1

\$.1900 flat rate day, evening, and night/weekend/holiday  
\$0.00 to \$25.00 per monthly usage inter & intrastate.

4.2.2. InTeleServ R2

\$.1850 flat rate day, evening, and night/weekend/holiday  
\$25.01 to \$50.00 per monthly usage inter & intrastate.

4.2.3. InTeleServ R3

\$.1800 flat rate day, evening, and night/weekend/holiday  
\$50.01 to \$75.00 per monthly usage inter & intrastate.

4.2. InTeleServ Residential

4.2.4. InTeleServ R4

\$.1750 flat rate day, evening, and night/weekend/holiday  
\$75.01 + per monthly usage inter & intrastate.

Installation Fee: None  
Monthly Recurring Charge: None  
Calls are rounded to the next higher full minute for  
billing purposes.

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SECTION 4. RATES (Cont'd)

4.3. InTeleServ 800 Service

4.3.1. InTeleServ 800 A

\$.2000 flat rate day, evening, and night/weekend/holiday  
\$0.00 - 50.00 monthly usage inter & intrastate.

4.3.2. InTeleServ 800 B

\$.1950 flat rate day, evening, and night/weekend/holiday  
\$50.01 - \$75.00 monthly usage inter & intrastate.

4.3.3. InTeleServ 800 C

\$.1900 flat rate day, evening, and night/weekend/holiday  
\$75.01 - \$100.00 monthly usage inter & intrastate.

4.3.4. InTeleServ 800 D

\$.1850 flat rate day, evening, and night/weekend/holiday  
\$100.01 + monthly usage inter & intrastate.

Installation Fee: \$10.00 - billed after the first  
months usage.

Monthly Recurring Charge: \$ 5.00

Calls are rounded to the next higher 1/10th minute for  
billing purposes.

4.4. Calling Card

4.4.1. Calling Card 1

\$.3500 flat rate day, evening, and night/weekend/holiday  
\$0-\$15.00 usage.

4.4.2. Calling Card 2

\$.2500 flat rate day, evening, and night/weekend/holiday  
\$15.01 + usage.

Installation Charge: None. Monthly Recurring Charge:  
None. Calls are rounded to the next higher full minute  
for billing purposes.

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SECTION 4. RATES (Cont'd)

4.5. Debit Card

- 4.5.1. Debit Card 1  
\$.3500 flat rate day, evening, and night/weekend/holiday  
\$5.00 purchase.
- 4.5.5. Debit Card 2  
\$.3000 flat rate day, evening, and night/weekend/holiday  
\$20.00 purchase.
- 4.5.6. Debit Card 3  
\$.2500 flat rate day, evening, and night/weekend/holiday  
\$25.00 purchase.
- 4.5.7. Debit Card 4  
\$.2000 flat rate day, evening, and night/weekend/holiday  
\$30.00 purchase.

Installation Charge: None. Monthly Recurring Charge:  
None. Prepaid. Calls are rounded to the next higher  
full minute and deducted from the purchased increment  
amount. All debit card's have the rate per minute posted  
on the card.

4.6. IntraLATA Operator Assisted Calls Service

This section sets forth the rates and charges applicable to  
InTeleServ MTS IntraLATA Operator Services.

- 4.6.1. Service Charges
- |   |        |
|---|--------|
| Collect (Station to Station)            | \$1.10 |
| Billed To Third Party                   | \$1.10 |
| Sent Paid-Non Coin (Station to Station) | \$1.10 |
| Sent Paid Coin (Station to Station)     | \$1.10 |
| Person-to-Person:                       | \$2.98 |
| Calling Card: Customer Dialed/Automated |        |
| Billed to: Operator Service Provider    | \$0.60 |
| Local Exchange Co.                      | \$0.95 |
| Credit /Charge Card                     | \$1.10 |
| Customer Dialed: Operator Assisted      | \$1.10 |
| Customer Dialed: Operator Must Assist:  |        |
| Billed to: Operator Service Provider    | \$0.60 |
| Local Exchange Co.                      | \$0.95 |
| Credit/Charge Card                      | \$1.10 |
| Operator Dialed Calling Card            | \$1.10 |
- 4.6.2. Surcharges
- |                           |        |
|---------------------------|--------|
| Operator Dialed Surcharge | \$0.75 |
|---------------------------|--------|

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SECTION 4. RATES (Cont'd)

4.6. IntraLATA Operator Assisted Calls Service

4.6.3. Per Minute Rates

Direct Dial Rates (IntraLATA):

Mile Step	DAY RATES		EVENING RATES		WEEKEND/HOLIDAY NIGHT RATES	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$0.1800	\$0.1800	\$0.1300	\$0.1300	\$0.1100	\$0.1100
11-22	\$0.2000	\$0.2000	\$0.1500	\$0.1500	\$0.1200	\$0.1200
23-55	\$0.2300	\$0.2300	\$0.1700	\$0.1700	\$0.1300	\$0.1300
56-124	\$0.2500	\$0.2500	\$0.1700	\$0.1700	\$0.1400	\$0.1400
125-292	\$0.2600	\$0.2600	\$0.1800	\$0.1800	\$0.1400	\$0.1400

\* Rates are in Cents per Minute.

Calls are rounded to the next full minute for billing purposes.

4.6.4. IntraLATA Rate Cap for Customer or Operator Dialed IntraLATA Operator Service Calls Billed to the Operator Service Provider or a Local Exchange Company Calling Card.

Mile Step	DAY RATES		EVENING RATES		WEEKEND/HOLIDAY NIGHT RATES	
	1 <sup>st</sup> Min	Add'l Min.	1 <sup>st</sup> Min.	Add'l Min.	1 <sup>st</sup> Min.	Add'l Min.
0-292	.2400	.2400	.2400	.2400	.2400	.2400

\* Rates are in cents per minute

Calls are rounded to the next higher full minute for billing purposes.

4.6.5. IntraLATA Rate Cap for IntraLATA Operator Station and Person Sent Paid Coin Calls

Mile Step	DAY RATES		EVENING RATES		WEEKEND/HOLIDAY NIGHT RATES	
	1 <sup>st</sup> Min.	Add'l Min.	1 <sup>st</sup> Min.	Add'l Min.	1 <sup>st</sup> Min.	Add'l Min.
1-10	.5400	.1800	.3900	.1300	.3300	.1100
11-22	.6000	.2000	.4500	.1500	.3600	.1200
23-55	.6900	.2300	.5100	.1700	.3900	.1300
56-124	.7500	.2500	.5100	.1700	.4200	.1400
125-292	.7800	.2600	.5400	.1800	.4200	.1400

\* Rates are in cents per minute

Calls are rounded to the next higher full minute for billing purposes.

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SECTION 4. RATES (Cont'd)

4.7. InterLATA Operator Assisted Calls Service  
This section set forth the rates and charges applicable to InTeleServ MTS InterLATA Operator Services.

4.7.1. Service Charges

Collect (Station to Station)	\$2.25
Billed to Third Party	\$2.35
Sent Paid-Non Coin (Station to Station)	\$2.30
Sent Paid Coin (Station to Station)	\$2.05
Person to Person	\$4.90
Calling Card: Customer Dialed/Automated	
Billed to: Operator Service Provider	\$0.60
Local Exchange Co.	\$0.95
Credit/Charge Card	\$1.50
Customer Dial: Operator Assisted	\$2.25
Customer Dialed: Operator Must Assist:	
Billed to: Operator Service Provider	\$0.60
Local Exchange Co.	\$0.95
Credit/Charge Card	\$1.50
Operator Dialed Calling Card	\$2.25

4.7.2. Surcharges  
Operator Dialed Surcharge:

Customer Dialed Called Number	\$0.85
Operator Dialed Called Number	\$1.15

4.7.3. InterLATA Rate Cap for Customer or Operator Dialed InterLATA Operator Services Calls Billed to the Operator Service Provider or Local Exchange Company's Calling Card

Mile Step	DAY RATES		EVENING RATES		WEEKEND/HOLIDAY NIGHT RATES	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
0-624	\$ .2500	\$ .2500	\$ .2500	\$ .2500	\$ .2500	\$ .2500

\* Rates are in cents per minute  
Calls are rounded to the next full minute for billing purposes.

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SECTION 4. RATES (Cont'd)

4.7. InterLATA Operator Assisted Calls Service (Cont'd)

4.7.4. InterLATA Rate Cap for InterLATA Operator Station and Person to Person Sent Paid Coin Calls

Mile Step	DAY RATES		EVENING RATES		WEEKEND/HOLIDAY NIGHT RATES	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$.6000	\$.2000	\$.4500	\$.1500	\$.3600	\$.1200
11-22	\$.6600	\$.2200	\$.5100	\$.1700	\$.3900	\$.1300
23-55	\$.7500	\$.2500	\$.5700	\$.1900	\$.4200	\$.1400
56-124	\$.8100	\$.2700	\$.5700	\$.1900	\$.4500	\$.1500
125-292	\$.8400	\$.2800	\$.5700	\$.1900	\$.4800	\$.1600
293-430	\$.8400	\$.2800	\$.6000	\$.2000	\$.4800	\$.1600
431-624	\$.8400	\$.2800	\$.6300	\$.2100	\$.4800	\$.1600

\* Rates are in cents per minute  
Calls are rounded to the next full minute for billing purposes.

4.8. Time of Day

Day: 8AM - 5PM\*\*, Monday through Friday  
Evening: 5PM - 11PM\*\*, Sunday through Friday  
Night/Weekend: 11PM - 8AM\*\*, Monday through Friday,  
and All Day Saturday  
8AM - 5PM\*\*, Sunday

\*\* to, but not including

4.9. Special Rates For The Handicapped

4.9.1. Directory Assistance

InTeleServ does not offer Directory Assistance. The underlying carrier will provide Directory Assistance and they will do so pursuant to the Commission's Rules of no charge for the first fifty (50) calls per billing cycle.

4.10. Hearing and Speech Impaired Persons

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

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SECTION 4.           RATES (Cont'd)

4.11.               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%) 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 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 credit card surcharge.

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Duluth, Georgia 30155

Exhibit C

Financials

**InTeleServ**

**Report of Independent Accountants  
Compilation of Financial Statements**

**Three Months Ended  
March 31, 1997**

**RITNER, DAY & ASSOCIATES, P.C.**  
CERTIFIED PUBLIC ACCOUNTANTS

**Intelegent**  
**5905 State Bridge Road**  
**Suite C - 162Duluth, GA 30196**

**To the Shareholders:**

We have compiled the accompanying statements of assets, liabilities and equity-cash basis of **InteSery** (a small business corporation) as of March 31, 1997 and the related statements of revenues and expenses cash basis for the periods then ended in accordance with **Statements on Standards for Accounting and Review Services** issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, the financial statements do not include a provision for income taxes because the Company does not incur federal or state income taxes. Instead, its earnings and losses are included in the stockholders' personal income tax returns and are taxed based on their personal tax strategies. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and its cash flow. Accordingly, these financial statements are not designed for those who are not informed about such matters.

*Ritner Day & Associates P.C.*

**Ritner, Day & Associates, P.C.**  
**Atlanta, Georgia**  
**April 12, 1997**



**InTeleserv  
Statements of Assets' Liability,  
and Equity (Capital)-Cash Basis  
As of March 31, 1997  
(Unaudited)**

**ASSETS**

**Current Assets:**

Cash	\$	47,359
Accounts Receivable		600
Other Receivables		5,000
<b>Total Current Assets</b>		<b>52,959</b>

**Property and Equipment:**

Equipment		2,075
Transportation Equipment		2,673
Leasehold Improvements		4,094
Furniture & Fixtures		23,510
Less Accumulated Depreciation		(1,736)
<b>Property and Equipment - Net</b>		<b>29,616</b>

**Other Assets**

Organization Expense (net)		583
Investments		147,681
<b>Total Other Assets</b>		<b>148,264</b>

**Total Assets** **\$ 231,832**

**LIABILITIES AND STOCKHOLDERS' EQUITY**

**Current Liabilities**

Accrued Payroll Taxes	\$	4,472
Accrued Income Taxes		(1,981)
<b>Total Current Liabilities</b>		<b>2,491</b>

**Long-Term Liabilities:**

**Total Liabilities** 2,491

**Stockholders' Equity:**

Capital Stock		1,000
Paid in Capital		9,428
Retained Earnings		218,920

**Total Stockholders' Equity** **239,348**

**Total Liabilities and Stockholders' Equity** **\$ 231,832**

See Accountants' Compilation Report

**In Telephony**  
**Statement of Revenue and Expenses-Cash Basis**  
(Unaudited)

	1 Month Ended		3 Months Ended	
	Mar. 31, 1997	Pct	Mar. 31, 1997	Pct
<b>Sales:</b>				
Sales	\$ 108,444	100.01	\$ 305,333	100.00
Less: Refunds to Customers	(11)	(0.01)	(11)	0.00
<b>Total Sales</b>	<b>108,433</b>	<b>100.00</b>	<b>305,322</b>	<b>100.00</b>
Cost of Sales	15,864	14.86	52,600	17.19
<b>Gross Profit</b>	<b>92,569</b>	<b>85.14</b>	<b>252,722</b>	<b>82.81</b>
<b>Operating Expenses:</b>				
Officers' Salaries	7,560	6.97	26,085	8.54
Other Salaries	4,616	4.26	15,753	5.16
Payroll Taxes	931	0.86	3,772	1.24
Casual Labor	450	0.42	1,355	0.44
Auto Expense	568	0.52	1,736	0.57
Legal and Accounting	1,250	1.15	3,500	1.15
Insurance	1,910	1.76	3,172	1.04
Licenses and Permits	0	0.00	15	0.00
Contributions	1,100	1.01	1,995	0.65
Postage and Freight	920	0.85	1,965	0.64
Office Expenses	3,270	3.02	9,354	3.05
Dues and Subscriptions	246	0.23	518	0.17
Telephone	1,181	1.09	3,461	1.13
Outside Services	0	0.00	900	0.29
Seminars and Meetings	300	0.28	300	0.10
Rent	900	0.83	2,700	0.88
Utilities	51	0.05	436	0.14
Repairs and Maintenance	1,660	1.53	2,798	0.92
Equipment Rental	142	0.13	427	0.14
Advertising	3,616	3.33	6,377	2.09
Outside Services	544	0.50	544	0.18
Royalty	11,088	10.23	41,139	13.47
Travel Expense	2,346	2.16	4,671	1.53
Meals & Entertainment	237	0.22	675	0.22
Miscellaneous Expense	27	0.02	3,859	1.26
Fines & Penalties	204	0.19	565	0.19
Depreciation	297	0.27	875	0.29
Amortization Expense	17	0.02	50	0.02
Depreciation	297	0.27	875	0.29
<b>Total Operating Expenses</b>	<b>46,431</b>	<b>42.80</b>	<b>134,997</b>	<b>44.21</b>
<b>Income From Operations</b>	<b>46,138</b>	<b>42.84</b>	<b>117,725</b>	<b>38.59</b>
Other Income (Expense)	1,457	1.34	1,457	0.48
<b>Net Income (Loss)</b>	<b>\$ 47,595</b>	<b>44.18</b>	<b>\$ 119,182</b>	<b>39.07</b>

See Accountant's Compilation Report

Exhibit D

Managerial

## *Career Highlights*

### *Mr. Larry E. Butler*

- Began business career selling health insurance door-to-door and in 1975 Ranked in the top ten percent (10%) of all agents worldwide among rookies with Mutual of Omaha Insurance Company, Omaha, Nebraska.
- 1976/80 Served as state sales manager for an Indiana based life insurance company building an all commission sales organization of over 250 agents.
- 1980 Conceived idea for new telecommunications company (WATS Resale), raised venture capital and implemented business plan. Company was first of its kind to provide discount long distance telephone service in the midwest.
- 1980 Negotiated the first of its kind contract with Bell Labs of Denver, Colorado for reconfiguration of Dimension 2000 PBX Switch platform. This change resulted in over 75 Million Dollars in sales of Bell equipment to Butler's company.
- 1983 Was awarded landmark decision by the Public Service Commission State of Indiana for first company in the state to be granted authority to resell WATS service placing Butler's company in the lead competitively.
- 1984 Appointed to the "Committee For The Future of Utilities For The State of Indiana", by Honorable Robert D. Orr, Governor.
- 1985/87 Elected to the Board of Directors of The Alternative Telecommunications Carrier Association (ACTA). A national organization representing small to medium long distance providers at both federal and state regulatory levels.
- 1986 Initiated a five million dollar (\$5,000,000) intrastate public stock offering.
- 1986/87 Nominated "Entrepreneur of the Year" by Chamber of Commerce.
- 1987/88 Negotiated first switchless reseller contract in the midwest, resulting in over \$275,000 annual savings.
- 1988 Implemented a plan of reorganization which resulted in the successful sale of the company.
- 1988/89 Drafted and implemented a business plan for a new operator services company, posting sales in excess of \$10,000,000 the first year of operation.
- 1990/91 Selected by management of an emerging technology firm, to assist in the "packaging" of the company for its ultimate sale to a Fortune 100 company.
- 1991 Acquired small faltering discount long distance company with operations in north Georgia for the express purpose of reorganization leading to the successful sale of the company to LDDS.
- 1993/94 Created "strategic alliance(s)", or "virtual company(s)" in order to offer certain long distance and operator services to Businesses, COCOT, LEC and Hospitality Aggregator markets.

## RESUME OF QUALIFICATIONS:

Mr. Larry E. Butler  
250 Coles Hill Court  
Alpharetta, Georgia 30202

Phone (404) 623-5949

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### CAREER SUMMARY

An executive management professional with over fifteen (15) years experience of consistently demonstrating my creative, leadership and entrepreneurial talents with an objective to continue to deliver high performance and professionalism with credibility as the cornerstone

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### BUSINESS EXPERIENCE

1994 - Present

United Telco, Inc - Atlanta, Georgia  
**Director Business Development**

United Telco is engaged in the business of providing operator service to agents nationwide via its exclusive distributorship agreement with ONCOR, the nations largest operator services company. My duties include, but are not limited to; development and implementation of a national advertising campaign; creation and implementation of a direct mail program; negotiation of national contracts for service with a wide variety of clientele and searching for strategic alliances with entities where natural synergy's are present in order to facilitate further diversification of United's core business.

1992 - Jan '94

U.S. Communications Corporation - Atlanta, Georgia  
**Managing Partner**

U.S. Communications was a company organized for the purpose of acquiring an existing long distance resale company with operations in North Georgia and Southern Tennessee. The customer base was subsequently sold to LDDS, the nations fourth largest long distance company.

1991 - '92

Harris DTS/Protocall - Novato, California  
**Regional Manager**

Responsible for developing sales strategies necessary to make a business case for the marketing of highly sophisticated enhanced services telephone switching platforms to the telecommunications industry.

1989 - '91

OPTICOM - Indianapolis, Indiana  
**Founder/V/P**

Conceived and implemented a business plan for the introduction of a new operator service offering entitled "unbundling". Was directly responsible for locating, hiring and training 125 independent sales agents and generated over \$10,000,000 of sales during the first year.

1981 - '88

Saverline Corporation - Terre Haute, Indiana  
**President/CEO**

A non-facilities based long distance reseller, providing service to over seventy-five (75) secondary communities in the states of Illinois, Indiana and Ohio, with over fifteen thousand (15,000) business and residential customers.

1980 - '81

Telemarketing & Communications, Inc., dba TMC - Louisville, Kentucky  
**President/CEO**

TMC was one of the first companies in the United States to enter into the highly competitive discount long distance arena. Within the first twenty four (24) months of operation, TMC became a national figure, providing service to over sixty five (65) metropolitan cities across America.

1971 - '80

During this period of time I held various sales and sales management positions within the life and health insurance industry, beginning my career selling door-to-door.

**EDUCATION**

Attended Central State University, Wilberforce, Ohio majoring in political science.

**MILITARY**

Served four (4) years active duty U.S. Air Force with a one (1) year tour of duty in Southeast Asia, Vietnam. Honorable discharge 1971.

**PERSONAL**

Married to Paula K. Butler (Miller) for twenty-six (26) years. Two (2) children. Kimberly, age 24 and Jason, age 21. We attend Calvary Assembly of God Church where I serve as Deacon. I enjoy reading, golf, walking, hiking and travel.

**REFERENCES AVAILABLE UPON REQUEST**

OCT 02 1997

D626

2. 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).

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

INTERNATIONAL TELE-SERVICES, INC.

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

INTELESEAV

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

5805 STATE BRIDGE ROAD, SUITE G-162  
DULUTH, GEORGIA 30155

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

N/A

7. Structure of organization;

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

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

ANGELL AND ASSOCIATES  
1075 ROSEWOOD DR. 817-329-7424  
GRAPEVINE, TX 76051-7807

1174

9-24 1997

Pay to the order of

Florida Public Service Comm. \$ 250 -

Two hundred Fifty & No/100 Dollars

473, and 25-

NationsBank  
National Bank of Texas, N.A.

*Mandy Pluzee*