

# Kott Enterprises, Inc.

Telecom Tariff Consultants

PO Box 275, Center Lovell, ME 04018  
Tel: (207) 928-2144 Fax: (207) 928-2139

Cynthia D. Kott, President  
Alison Kacurov, Administrative Assistant

August 29, 1998

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850

RE: Network Communications International Corporation

Dear Sir / Madam:

Enclosed please find an original and six copies of the application, tariff and exhibits for filing on behalf of the above referenced long distance reseller.

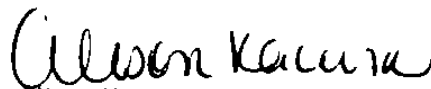
Also enclosed please find a check in the amount of \$250.00 representational of filing fee.

For purposes of verification of receipt I am enclosing a copy of this transmittal letter and a SASE. Please date stamp copy and return to me.

If there is anything further that you may need to complete this filing, please let me know.

I look forward to working with you on behalf of my client.

Respectfully,

  
Alison Kacurov

AK:ak  
encl.

DOCUMENT NUMBER-DATE

~~40038~~ OCT-2 88

FPSC-RECORDS/REPORTING

# Kott Enterprises, Inc.

Telecom Tariff Consultants

PO Box 275, Center Lovell, ME 04016  
Tel: (207) 928-2144 Fax: (207) 928-2139

DEPOSIT

DATE

Cynthia D. Kott, President  
Alison Kacurov, Administrative Assistant

D015 #

OCT 02 1998

August 29, 1998

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Division of Administration  
2540 Shumard Oak Blvd.  
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Respectfully,

*Alison Kacurov*  
Alison Kacurov

AK:ak  
encl.

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

AK

**COPY**

DOCUMENT NUMBER - DATE

10838 OCT-28

FPSC-RECORDS/REPORTING

RECEIVED  
OCT 2 1998  
FISCAL

**\*\* 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. 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:

**Network Communications International Corporation**

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

**Network Communicatinos International Corporation**

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

**606 E. Magrill  
Longview, Texas 75601**

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

**606 E. Magrill  
Longview, Texas 75601**

7. Structure of organization;

- |                          |                     |                                     |                     |
|--------------------------|---------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Individual          | <input checked="" type="checkbox"/> | Corporation         |
| <input 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:

**N/A- Applicant is a Texas Corporation**

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. **NO**

(2) officer, director, partner of 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. **NO**

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: F98000003780

(b) **Name and address of the company's Florida registered agent.**  
**National Registered Agents, Inc.**  
**526 E. Park Avenue**  
**Tallahassee, FL 32301**

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

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

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

- (1) **adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. NO**
- (2) **officer, director, partner of 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. NO**

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

(a) **The application:** **Alison Kacurov**  
**Regulatory Consultant**  
**PO Box 275**  
**Center Lovell, ME 04016**  
**(207) 928-2144**

(c) **Official Point of contact for the ongoing operations of the company;**  
**William Pope**  
**(903) 757-4455**

(d) **Tariff;**  
**Alison Kacurov**  
**Regulatory Consultant**  
**PO Box 275**  
**Center Lovell, ME 04016**  
**(207) 928-2144**

(e) **Complaints / Inquiries from customers;**  
**Theresa Renteria**  
**(888) 686-3699**

**11. List the states in which the applicant:**

- (a) Has operated as an interexchange carrier.  
**NONE**
- (b) Has applications pending to be certified as an interexchange carrier.  
**NONE**
- (c) Is certified 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.
- ( ) Billing and Collection.
- ( ) Maintenance.
- ( ) Other: NONE
- ( ) Operators.
- ( ) Sales.

**13. Do you have a marketing program?**

**Services sold through independent agents.**

**14. Will your marketing program:**

- ( X ) Pay commission?
- ( ) 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.)**

**Commissions will be paid per standard industry commission structure to all agents for NCIC.**

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Residential customers. | <input checked="" type="checkbox"/> Business customers. |
| <input type="checkbox"/> PATS providers.                   | <input type="checkbox"/> PATS station end-users.        |
| <input type="checkbox"/> Hotels & motels.                  | <input type="checkbox"/> Hotel & motel guests.          |
| <input type="checkbox"/> Universities.                     | <input type="checkbox"/> Univ. dormitory residents.     |
| <input type="checkbox"/> Other: (specify) _____.           |   |

**17. Please provide the following (if applicable):**

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?  
**Yes, Questions concerning bill will be received directly by company's customer service department.**
- (b) Name and address of the firm who will bill for your service.  
**Direct Bill / LEC agreements where available.**

**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 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.**
- 2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.**
- 3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.**



**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 statement, 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 management backgrounds.

C. Technical capability. Company is a reseller – Network provided by underlying carrier.

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).

See attached.

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 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

Method of access if FGA

Method of access is FGB

Method of access id FGD

Method of access is 800

MTS for pay telephone service providers

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

**800 Service (Toll free)**

**WATS type service (Bulk or volume discount)**

**Method of access is via dedicated facilities**

**Method of access is via switched facilities**

**Private Line services (Channel Services)**

(For ex. 1.544 mbs., DS-3, etc.)

**Travel Service**

**Method of access is 950**

**Method of access is 800**

**900 service**

**Operator Services**

**Available to presubscribed customers**

**Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals).**

**Available to inmates**

**Services included are:**

**Station assistance**

**Person to Person assistance**

**Directory assistance**

**Operator verify and interrupt**

**Conference Calling**

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

**1 plus the number or 800 plus the number**

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:** Alison Kacura  
Signature

8/29/98  
Date

For  
Network Communications International Corporation

Regulatory Consultant  
Title

207 928 2144  
Telephone No.

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

I, (TYPED NAME) \_\_\_\_\_, (TITLE)

\_\_\_\_\_, 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:**

Alison Kacura

8/29/98

For Signature  
Network Communications  
International Corporation

Date

Regulatory Consultant  
Title

207 428 2144  
Phone

**\*\* 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 maybe responded to in one of the following ways (applicant please check one):

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

**UTILITY OFFICIAL:**

Alison Krueger  
Signature  
For  
Network Communications  
International Corporation  
Regulatory Consultant  
Title

8/29/95  
Date

207 928-2144  
Phone



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

**FLORIDA TELEPHONE EXCHANGE**  
**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 EXCHANGE \*\***

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

Forest Lady Lake (B21), McIntosh  
Oklawaha, Orange Springs, Salt  
Springs and Silver Springs Shores.

**DAYTONA BEACH:**

New Smyrna Beach.

**TAMPA:**

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

**CLEARWATER:**

St. Petersburg, Tampa-West and  
Tarpon Springs.

**ST. PETERSBURG:**

Clearwater.

**LAKELAND:**

Bartow, Mulberry, Plant City,  
Polk City and Winter Haven.

**ORLANDO:**

Apopka, East Orange, Lake Buena  
Vista, Oviedo, Windermere, Winter  
Garden, Winter Park, Montverde,  
Reedy Creek and Oviedo-Winter  
Springs.

**WINTER PARK:**

Apopka, East Orange, Lake Buena  
Vista, Orlando, Oviedo, Sanford,  
Windermere, Winter Garden, Oviedo  
Winter Springs, Reedy Creek,  
Geneva and Montverde.

**TITUSVILLE:**

Cocoa and Cocoa Beach.

**COCOA:**

Cocoa Beach, Eau Gallie, Melbourne  
And Titusville.

**MELBOURNE:**

Cocoa, Cocoa Beach, Eau Gallie  
and Sebastian.

**SARASOTA:**

Bradenton, Myakka and Venice.

**FT. MYERS:**

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



**NAPLES:**

**Marco Island and North Naples.**

**WEST PALM BEACH:**

**Boynton Beach and Jupiter.**

**POMPANO BEACH:**

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

**FT. LAUDERDALE:**

**Coral Springs, Deerfield Beach, Hollywood  
and Pompano Beach.**

**HOLLYWOOD:**

**Ft. Lauderdale and North Dade.**

**NORTH DADE:**

**Hollywood, Miami and Perrine.**

**MIAMI:**

**Homestead, North Dade and Perrine.**

**\*\* 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 and 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 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, 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 rates 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 subscriptions.

**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 furnished under tariff provision which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**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 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**

# **EXHIBIT**

**A**



**The State of Texas**  
**Secretary of State**

**CERTIFICATE OF INCORPORATION**  
**OF**

**NETWORK COMMUNICATIONS INTERNATIONAL CORP.**  
**CHARTER NUMBER 01413495**

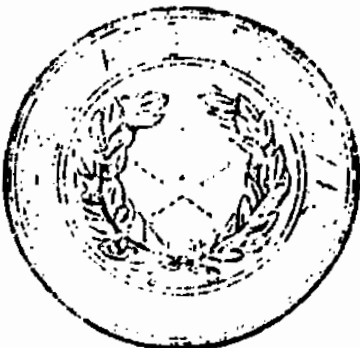
**THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.**

**ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.**

**ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.**

**DATED AUG. 29, 1996**

**EFFECTIVE AUG. 29, 1996**



  
\_\_\_\_\_  
Antonio O. Garza, Jr., Secretary of State

# **EXHIBIT**

## **B**



**ARTICLES OF INCORPORATION  
OF  
NETWORK COMMUNICATIONS INTERNATIONAL CORP.**

The undersigned natural person of the age of 18 years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, hereby adopts the following Articles of Incorporation for such corporation:

**ARTICLE I.**

**NAME**

The name of the corporation is **NETWORK COMMUNICATIONS INTERNATIONAL CORP.**

**ARTICLE II.**

**DURATION**

The period of its duration is perpetual.

**ARTICLE III.**

**PURPOSES**

The purpose or purposes for which the corporation is organized are for the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including but not limited to the following:

- a. To buy, rent, sell, market, and distribute, any and all products or services in which the company desires to engage.
- b. To transact any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act; and,
- c. To have and exercise all rights and powers that are now or may hereafter be granted to a corporation by law.

The foregoing shall be construed as objects, purposes and powers, and enumeration thereof shall not be held to limit or restrict in any manner the powers hereafter conferred on this corporation by the laws of the State of Texas.

The corporation may in its bylaws confer powers, not in conflict with law, upon its directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon them by statute.

**ARTICLE IV.**

**CAPITALIZATION**

The aggregate number of shares which the corporation shall have authority to issue is One Hundred Thousand (\$100,000) shares at one cent (\$0.01) par value each.

**ARTICLE V.**

**STOCK STRUCTURE**

The corporation is authorized to issue only one class of shares of stock, and no distinction shall exist between the shares of the corporation or between the holders thereof.

FILED  
In the Office of the  
Secretary of State of Texas

AUG 29 1996

CORPORATIONS SECTION

**ARTICLE VI.**

**PREEMPTIVE RIGHTS**

The shareholders of this corporation shall not have the preemptive right to subscribe to any and all issues of shares and securities of this corporation.

**ARTICLE VII.**

**CUMULATIVE VOTING**

The shareholders shall not have the right of cumulative voting.

**ARTICLE VIII.**

**ISSUANCE OF STOCK**

The corporation will not commence business until it has received for the issuance of its shares consideration in the value of One Thousand Dollars (\$1,000.00) consisting of money, labor done, or property actually received.

**ARTICLE IX.**

**REGISTERED OFFICE**

The name of its initial registered agent and office address of said registered agent is William Louis Pope, 714 N. High St., Ste. A, Longview, TX 75601.

**ARTICLE X.**

**INDEMNIFICATION**

The corporation shall indemnify every director or officer, his heirs, executors and administrators, against expenses actually and reasonably incurred by him, as well as any amount paid upon a judgment, in connection with any action, suit or proceeding, civil or criminal, to which he may be made a party by reason of his being or having been a director or officer of the corporation, or at the request of the corporation, having been a director or officer of any other corporation of which the corporation he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in performance of duty to the corporation. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by its counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

**ARTICLE XI.**

**MISCELLANEOUS**

No contract or other transaction between the corporation and any other corporation shall be affected by the fact that one or more of the directors or officers of this corporation is interested in or is a director or officer of such other corporation, and any director or officer individually may be a party to or may be interested in any contract or transaction of this corporation with any person or persons, firm, or corporation shall be affected by the fact that any director or officer of this corporation is a party to or interested in such contract or transaction, or in any way connected with such person or persons, firm, association or corporation, provided that the interest in any such contract or other transaction shall be authorized or ratified by the vote of a sufficient number of directors. In the absence of fraud, no director or officer having such adverse interest shall be liable to the corporation or to any shareholder or creditor thereof, or to any other person, for any loss incurred by it under or by reason of such contract or transaction; nor shall any such director or officer be accountable for any gains or profits realized thereon. In any case described in this Article, any such director may be counted in determining the existence of a quorum at any meeting of the board of directors which shall authorize or ratify any such contract or transaction.

ARTICLE XII.

DIRECTORS

The number of directors constituting the initial board of directors is Two (2), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and qualified are: William L. Pope, Rural Route 1, 8810, Tatum, TX 75091 and Jay Dee Walters, 216 Ralph St., Longview, TX 75605.

ARTICLE XIII.

INCORPORATOR

The name and address of the incorporator is Dennis H. Taylor, 3611 McCann Road, Suite A, Longview, TX 75605.

In witness whereof, and for the purpose of forming the corporation under the laws of the State of Texas, I, the undersigned incorporator of this corporation have executed these Articles of Incorporation on this the 27 day of August, 1988.

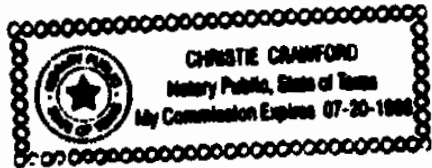
Dennis H Taylor  
Dennis H. Taylor, Incorporator

THE STATE OF TEXAS

COUNTY OF GREGG

I, the undersigned, a Notary Public do hereby certify that on this the 27 day of August, 1988, personally appeared before me, Dennis H. Taylor, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Christie Crawford  
Notary Public, in and for  
The State of Texas





**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
**Secretary of State**

July 2, 1998

**BETH PERRIZO**  
**UNISEARCH, INC.**  
**1295 BANDANA BLVD. N, STE. 300**  
**ST. PAUL, MN 55108**

Qualification documents for NETWORK COMMUNICATIONS INTERNATIONAL CORP. were filed on July 1, 1998 and assigned document number F9800003780. 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 (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Jennifer Sindt  
Document Examiner  
Division of Corporations

Letter Number: 198A00035845

# EXHIBIT

C

**NETWORK COMMUNICATIONS INTL CORP**

Balance Sheet  
March 31, 1998

**ASSETS**

<b>Current Assets</b>		
Petty Cash	\$	815.82
Regular Checking Account		<79,582.93>
Accounts Receivable		3,100,968.07
Accounts Receivable - Misc. Cu		58,941.60
Inventory		7,191.98
Customer Advances		39,779.89
Notes Receivable-Current		587,678.11
		<hr/>
<b>Total Current Assets</b>		<b>3,715,792.54</b>
<b>Property and Equipment</b>		
Furniture and Fixtures		25,863.18
Office Equipment		35,731.02
Computer Equipment		44,078.90
Telephone Equipment		2,422.20
Land		13,000.00
Accum. Depreciation-Furniture		<2,722.30>
Accum. Depreciation-Equipment		<5,397.10>
Accum. Depreciation-Telephone		<203.00>
Accum. Depreciation-Computers		<3,743.39>
		<hr/>
<b>Total Property and Equipment</b>		<b>109,029.51</b>
<b>Other Assets</b>		
Stock Investment		85,000.00
Notes Receivable- Noncurrent		69,500.00
		<hr/>
<b>Total Other Assets</b>		<b>154,500.00</b>
		<hr/>
<b>Total Assets</b>	<b>\$</b>	<b>3,979,322.05</b>
		<hr/> <hr/>

**LIABILITIES AND CAPITAL**

<b>Current Liabilities</b>		
Accounts Payable	\$	2,254,703.81
Accounts Payable-Contributions		<250.00>
401 K Deductions Payable		14,961.65
Federal Payroll Taxes Payable		3,580.58
FUTA Tax Payable		285.45
SUTA Tax Payable		940.52
Income Taxes Payable		139,000.00
Notes Payable Current-Term Debt		101,000.00
Other Current Liabilities-AMEX		512.91
		<hr/>
<b>Total Current Liabilities</b>		<b>2,514,734.92</b>
<b>Long-Term Liabilities</b>		
		<hr/>
<b>Total Long-Term Liabilities</b>		<b>0.00</b>
		<hr/>
<b>Total Liabilities</b>		<b>2,514,734.92</b>
<b>Capital</b>		
Paid-in Capital		1,000.00

Unaudited - For Management Purposes Only

NETWORK COMMUNICATIONS INTL CORP  
Balance Sheet  
March 31, 1998

Retained Earnings	1,004,412.69	
Net Income	<u>459,174.44</u>	
Total Capital		<u>1,464,587.13</u>
Total Liabilities & Capital	\$	<u><u>3,979,322.05</u></u>

Unaudited - For Management Purposes Only

## NETWORK COMMUNICATIONS INT'L CORP

## Income Statement

For the Three Months Ending March 31, 1998

	Current Month		Year to Date	
<b>Revenues</b>				
Gross Sales Revenue	2,442,495.04	99.91	6,120,269.53	99.87
Interest Income	59.90	0.00	1,894.55	0.03
Other Income	0.00	0.00	0.00	0.00
Finance Charge Income	2,042.31	0.08	5,918.79	0.10
Sales/Fee Discounts	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>2,444,597.25</b>	<b>100.00</b>	<b>6,128,082.87</b>	<b>100.00</b>
<b>Cost of Sales</b>				
Cost of Sales-Commission	1,376,471.18	56.31	3,427,718.81	55.93
Cost of Sales-Commission-TTI	0.00	0.00	0.00	0.00
Cost of Sales-Operator Charge	203,297.25	8.32	497,047.40	8.11
Cost of Sales-Billing & Coll	293,093.48	11.99	739,307.36	12.06
Cost of Sales-Dom Termination	0.00	0.00	999.72	0.02
Cost of Sales-Int'l Termin	0.00	0.00	520.32	0.01
Cost of Sales- Originating Cos	268,043.49	10.96	676,857.16	11.05
<b>Total Cost of Sales</b>	<b>2,140,905.40</b>	<b>87.58</b>	<b>5,342,450.77</b>	<b>87.18</b>
<b>Gross Profit</b>	<b>303,691.85</b>	<b>12.42</b>	<b>785,632.10</b>	<b>12.82</b>
<b>Expenses</b>				
Advertising Expense	2,346.95	0.10	2,816.95	0.05
Amortization Expense	0.00	0.00	0.00	0.00
Auto Expenses	0.00	0.00	0.00	0.00
Bad Debt Expense	0.00	0.00	0.00	0.00
Bank Charges	530.00	0.02	1,360.00	0.02
Cash Over and Short	0.00	0.00	0.00	0.00
Charitable Contributions Exp	2,035.00	0.08	4,885.00	0.08
Car Allowance	0.00	0.00	1,000.00	0.02
Computer Repairs	0.00	0.00	0.00	0.00
Computer Lease	0.00	0.00	0.00	0.00
Depreciation Expense	1,051.44	0.04	3,154.32	0.05
Dues and Subscriptions Exp	0.00	0.00	566.94	0.01
Employee Benefit Programs Exp	0.00	0.00	0.00	0.00
Freight Expense	0.00	0.00	0.00	0.00
Gifts Expense	0.00	0.00	133.15	0.00
Income Tax Expense	68,000.00	2.78	135,500.00	2.21
Health Insurance Expense	3,465.36	0.14	10,052.37	0.16
Insurance Exp - Business	1,303.00	0.05	1,303.00	0.02
Interest Expense	0.00	0.00	2,594.28	0.04
Laundry and Cleaning Exp	0.00	0.00	0.00	0.00
Legal and Professional Expense	458.82	0.02	12,393.16	0.20
Licenses Expense	0.00	0.00	0.00	0.00
Loss on NSF Checks	0.00	0.00	0.00	0.00
Maintenance Expense	463.00	0.02	1,200.00	0.02
Meals and Entertainment Exp	481.42	0.02	1,054.46	0.02
Miscellaneous Expense	0.00	0.00	59.54	0.00
Office Expense	1,159.49	0.05	1,748.34	0.03
Other Taxes	0.00	0.00	0.00	0.00
Payroll Tax Expense	3,474.22	0.14	9,073.20	0.15
Penalties and Fines Exp	0.00	0.00	0.00	0.00
Pension/Profit-Sharing Plan Ex	2,099.30	0.09	4,521.55	0.07
Postage Expense	628.84	0.03	1,150.44	0.02
Personal Property Taxes	0.00	0.00	0.00	0.00

For Management Purposes Only



**NETWORK COMMUNICATIONS INTL CORP**  
**Income Statement**  
**For the Three Months Ending March 31, 1998**

Property Taxes	0.00	0.00	0.00	0.00
Rent or Lease Expense	5,040.00	0.21	7,620.00	0.12
Repairs Expense	198.90	0.01	368.85	0.01
Salaries Expense	44,586.00	1.82	98,231.00	1.60
Shipping Charges	0.00	0.00	1,045.42	0.02
Supplies Expense	0.00	0.00	0.00	0.00
Telephone Expense	3,640.56	0.15	15,412.24	0.25
Telephone Lease Expense	1,264.65	0.05	4,012.42	0.07
Travel Expense	1,166.69	0.05	4,084.04	0.07
Training-Schooling Expense	0.00	0.00	219.00	0.00
Utilities Expense	358.26	0.01	897.99	0.01
Wages Expense	0.00	0.00	0.00	0.00
Other Expense	0.00	0.00	0.00	0.00
Purchase Disc- Expense Items	0.00	0.00	0.00	0.00
Gain/Loss on Sale of Assets	0.00	0.00	0.00	0.00
	<hr/>		<hr/>	
Total Expenses	143,751.90	5.88	326,457.66	5.33
	<hr/>		<hr/>	
Net Income	\$ 1,59,939.95	6.54	\$ 459,174.44	7.49
	<hr/> <hr/>		<hr/> <hr/>	

For Management Purposes Only

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE



MAR 02 1998

NETWORK COMMUNICATIONS  
INTERNATIONAL CORP  
606 E MAGRILL  
LONGVIEW TX 75601

File Number	6974-645
Fiscal Year End	DEC
Federal ID #	75-2667424
Incorporation- Authority Date	02-03-98
Std. Industry Code	4813
Taxes Subject	EA
FOREIGN FRANCHISE LOANS CORPORATE NET INCOME GROSS RECEIPTS	

DEAR TAXPAYER,

Welcome to Pennsylvania's business community. The Department of Revenue has been advised that you are authorized to conduct business within the Commonwealth of Pennsylvania.

An account (file number) has been assigned for tax reporting purposes and is listed above. Please reference this number on all correspondence. The types of taxes that you are subject to report annually are also listed. Carefully review this information and make sure that your name, address and other tax information is complete and accurate. If no Federal Identification number is indicated above, please provide this number as soon as it is available to you from the Federal Government. If there are changes or additions, make the appropriate adjustments on a copy of this letter and return it promptly to:

PA Department of Revenue  
Registration and Licensing Section  
Dept. 280901  
Harrisburg, PA 17128-0901

Pay particular attention to the month your business or fiscal year ends. This month determines when the department will automatically mail to you current tax forms and instructions. For most taxes, the annual report must be filed within 105 days after the close of your tax year.

For Capital Stock, Foreign Franchise, Corporate Net Income, and Mutual Thrift Taxes, your first quarterly estimated payments are due within 75 days following the incorporation/authority date. Likewise, form REV-1640 (attached for your convenience) requesting Subchapter S status for Pennsylvania must be filed within 75 days in addition to such election for the Federal Government.

Tax reports must be timely filed annually even if your first year is less than 12 months long and regardless of the extent of business activity. Until you formally dissolve your corporate charter, file an out of existence affidavit or cancel a (PUC) license of authorization, you legally are obligated to pay timely and file all appropriate tax returns. Failure to maintain a current filing status can result in penalties and liens.

The Department of Revenue appreciates your cooperation and wishes your business much success in Pennsylvania. If you have any questions please call the Telephone Unit at (717) 772-2540.

Sincerely,

Bureau of Corporation Taxes  
PA Department of Revenue



## **Network Communications International Corp.**

P. O. Box 551 • Longview, Texas, USA 75606-0551 • (903) 757-4455 • FAX (903) 757-4899 • [www.ncic.com](http://www.ncic.com)

August 17, 1998

### **TO WHOM IT MAY CONCERN**

Network Communications International Corp receives start-up capital in the form of paid in Capital in the amount of \$10,000.00. In the event that additional is needed in provisions of telecommunications services, it is likely that shareholders will provide that capital.

For any additional questions, please contact Maria Facio, Controller of N CIC at (903) 757-4455 Et 1003.

Sincerely,

  
Maria Facio

# **EXHIBIT**

**D**



# **Network Communications International Corp.**

P. O. Box 861 • Longview, Texas, USA 75608-0861 • (903) 787-4455 • FAX (903) 787-4889 • [www.ncic.com](http://www.ncic.com)

## **Management Background**

**President - William L. Pope**

### **Experience with NCIC (2 years):**

- Oversee operations of customer services, database management and internal sales**
- Manage operator services personnel and facility.**
- Establish and maintain agreements with carriers and billing companies.**

### **Experience with Intellicall Operator Services (6 years):**

- Oversee daily operations of operator services and customer services**
- Make customer site visits and assist in programming of payphones**

### **Experience with International Telecharge Inc, Oncor (2.5 years):**

- Manage daily operations of international operator service division**

**Vice-President - Jay Walters**

### **Experience with NCIC (2 years):**

- Oversee external sales and customer service operations**
- Manage technical services and data processing functions of company**
- Establish agreements and contracts with foreign owned telephone companies.**
- Manage accounting division for NCIC**

### **Experience with Network Operator Services (4 years):**

- Managed all dataprocessing fuctions for customer service division**
- Implemented new resources for time-management of customer services**
- Supervised operator services center personnel**
- Customer site visits**
- In charge of setting up bulletin board programs for data collections**

# **EXHIBIT**

**E**

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff applies to the intrastate resale telecommunication services furnished by Network Communications International Corporation between one or more points in the State of Florida. This tariff is on file with the Public Service Commission of Florida and copies may be inspected, during normal business hours, at the Company's principal place of business at 5733 N. Andrews Way, Longview, TX 76501

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Issued: September 8, 1998

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

Issued By:

William Pope, President  
606 East Magrill  
Longview, TX 76501  
(903) 757-4455

**CHECK SHEET**

All sheets 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.

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

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Issued: September 8, 1998

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

Issued By:

William Pope, President  
606 East Magrill  
Longview, TX 76501  
(903) 757-4455



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**Issued: September 8, 1998**

**Effective Date: \_\_\_\_\_**

**Issued By:**

**William Pope, President  
606 East Magrill  
Longview, TX 76501  
(903) 757-4455**

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose 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

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Issued: September 8, 1998

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

Issued By:

**William Pope, President  
606 East Magrill  
Longview, TX 76501  
(903) 757-4455**

**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
  
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FLPSC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheets 14. Because of various suspension periods, deferrals, etc. the FLPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
  
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to 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).1
  - 2.1.1.A.1.(a).1.(1)
  - 2.1.1.A.1.(a).1.(1).1
  
- D. **Check Sheets** - When a tariff filing is made with the FLPSC, 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 page are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FLPSC.

Issued: September 8, 1998

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

Issued By:

William Pope, President  
606 East Magrill  
Longview, TX 76501  
(903) 757-4455

**SECTION I - TECHNICAL TERMS AND ABBREVIATIONS**

- Accounting Code -** A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.
- Access Line -** An arrangement which connects the Customer's location to NCIC switching center.
- Authorized User -** A person, firm, corporation, or any other entity authorized by the Customer to communicate, utilizing the Carrier's service.
- Commission -** The Florida Public Service Commission (FLPSC)
- Company or Carrier -** Network Communications International Corporation unless otherwise clearly indicated by the context (NCIC).
- Customer -** The person, firm, corporation or other entity which orders, cancels amends or uses service under this tariff and is responsible for payment of charges and compliance with the Company's tariff.
- Long Distance Resale Service -**  
Long Distance Resale Service is a public communications service for hire, which includes providing long distance service to Customers through the resale of leased lines and services provided by multiple other common Carriers.
- User -** The calling party utilizing the services of NCIC and responsible for the payment of charges, unless that responsibility has been accepted by others, such as in the case of collect calls.

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Issued: September 8, 1998

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

Issued By:

William Pope, President  
606 East Magrill  
Longview, TX 76501  
(903) 757-4455

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SECTION II - RULES AND REGULATIONS

2.1 Undertaking of NCIC

- 2.1.1 NCIC's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. Service is provided twenty-four hours a day, seven days a week.
- 2.1.2 NCIC is a resale common carrier, NCIC's services provide intrastate long distance message telephone service to Customers for their direct transmission and reception of voice, data, and other types of communications. NCIC may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the local exchange carrier), when authorized by the Customer, to allow connection of a Customer's location to the NCIC network. The Customer shall be responsible for all charges due for such service arrangement. The Carrier agrees to dutifully abide by all Rules and Regulations as set forth by the FLPSC.
- 2.1.3 The Customer's monthly charge for services are based upon the total time the Customer actually uses the service. For billing purposes, measured in six second increments, following a one minute minimum for Residential and Business Service. 800 Service and Travel Service billing increments are the same as the service associated with and contracted for, Business or Residential Service.
- 2.1.4 The rates and regulations contained in this tariff apply only to the services furnished by NCIC 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 NCIC.

2.2 Initial Contract Period and Termination of Service by Customer

- 2.2.1 Termination by Customer - Service may be canceled at any time by a Customer taking switched services. A Customer taking dedicated line or Point-to-Point services may cancel service on not less than thirty (30) days prior written notice to Carrier.

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Issued: September 8, 1998

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

Issued By:

William Pope, President  
606 East Magrill  
Longview, TX 76501  
(903) 757-4455

**SECTION II – RULES AND REGULATIONS, (CONT'D)**

**2.3 Obligation of Customer**

2.3.1 The customer will assume responsibility for all usage and service billed.

**2.4 Limitations**

2.4.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.4.2 NCIC reserves the right to discontinue or limit service when necessitated, per Florida Commission Rules and with twenty-four hours notice, by the conditions beyond its control.

2.4.3 All facilities and services provided under this tariff are directly or indirectly controlled by NCIC and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.4.4 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.

**2.5 Use**

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

**2.6 Liability of Carrier**

2.6.1 Liability of the carrier arising out of mistake, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur.

2.6.2 NCIC shall be indemnified and held harmless by the customer against:  
(A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.  
(B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by NCIC.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

**2.7 Responsibilities of the Customer**

- 2.7.1 The Customer is responsible for compliance with the applicable regulations set forth in this tariff.**
- 2.7.2 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Customer 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 Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, calling card, or credit card calls.**
- 2.7.3 Customers who resell or rebuild a service must be certificated by the Florida Public Service Commission.**

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**SECTION II – RULES AND REGULATIONS, (CONT'D)**

**2.7 Responsibilities of the Customer, (cont'd)**

**2.7.4** The Customer shall ensure that Customer's terminal equipment and/or system is properly interfaced with NCIC's facilities or services, that the signals emitted into NCIC's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer 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 Customers.

**2.8 Restoration of Service**

**2.8.1** The use and restoration of service shall be in accordance with the priority system specified in part 64 Subpart D of The Rules and Regulations of the Federal Communications Commission.

**2.9 Discontinuance of Service**

**2.9.1** Without incurring liability NCIC may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.9.3, under any of the following conditions:

**2.9.1A** For nonpayment of any sum due NCIC for more than thirty days after issuance of the bill for the amount due.

**2.9.1B** For violation of any of the provisions of this tariff.

**2.9.1C** For the use of foul or profane expressions, the impersonation of another with fraudulent intent, or of any other violation of the Communications Act of 1934, as amended, or of the rules and regulations of the Federal Communications Commission.

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**SECTION II – RULES AND REGULATIONS, (CONT'D)**

**2.9 Discontinuance of Service, (cont'd)**

2.9.1D For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over NCIC's services, or

2.9.1E By reason of any order of decision of a court, business service commission or federal regulatory body or other governing authority prohibiting NCIC from furnishing its services.

2.9.1F For the use of telephone service for any other property or purpose than that described in the contract.

2.9.2 NCIC may discontinue service without notice for any of the following reasons:

2.9.2A If a Customer or user causes or permits any signals or voltages to be transmitted over NCIC's network in such a manner as to cause a hazard or to interfere with NCIC's service to others.

2.9.2B If a Customer or user uses NCIC's services in an unauthorized or fraudulent service.

2.9.3 Procedures for discontinuance of existing service:

2.9.3A In all other circumstances, NCIC will provide the Customer with written notice stating the reason for discontinuance, and will allow the Customer not less than 10 days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five working days written notice, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which NCIC is not prepared to accept payment of the amount due and to reconnect service.

**2.10 Interruption of Service**

2.10.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set for in 2.6.1 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.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.10 Interruption of Service, (cont'd)

- 2.10.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.10.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.10.4 The customer shall be credited for an interruption of two hours or more at the rate of 1/720<sup>th</sup> 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

2.11 Termination by Customer

- 2.11.1 Customer may cancel service by phone call or in writing to the Company.

2.12 Customer's Liability in the Event of Denial or Disconnection of Service

- 2.12.1 In the event Customer's service is denied or disconnected by the Carrier for any of the reasons stated in sub-section 2.9, Customer shall be liable for all unpaid charges due and owing to Carrier.

2.13 Reinstitution of Service

- 2.13.1 If Customer seeks reinstatement of service following disconnection of service by Carrier, Customer shall pay to Carrier prior to the time service is reinstated all accrued and unpaid charges.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.14 Advanced Payment

2.14.1 The Company will not collect advance payments.

2.15 Authorization to Obtain Credit Information

2.15.1 Carrier reserves the right to require all Customers to establish credit-worthiness to the reasonable satisfaction of Carrier. Upon application for service, Customer shall be deemed to have authorized Carrier to obtain such routine credit information and verification as Carrier shall require in accordance with its then existing credit policies. All criteria and methods used in the acquisition and assessment of credit related information shall be consistent and uniform for all applicants or Customers.

2.16 Description of Payment and Billing Periods

2.16.1 Service is provided and billed on a monthly basis until canceled by the customer. Charges are based on actual usage during a month and will be billed monthly in arrears.

2.16.2 Billing will be payable upon receipt and past due 15 days after issuance.

2.16.3 Where available charges shall appear on local service provider bill and in all instances, the company's name shall appear on bill.

2.16.4 The Customer is responsible for the payment of ALL charges for service and equipment provided to the Customer. This applies to Customers where the provision of service Carrier includes the use of authorization (access) codes. The Customer agrees to pay to Carrier ANY cost incurred as a result of ANY DELEGATION OF AUTHORITY resulting in use of his/her authorization codes.

2.16.5 Where a Customer, e.g. an employer, provides the use of authorization codes to his/her employees, or where the Customer, e.g. a family member, provides the use of authorization codes to his/her family relations or friend, guest, etc., the Customer agrees to pay to Carrier ANY cost incurred as a result of these uses of the authorization codes.

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**SECTION II - RULES AND REGULATIONS, (CONT'D)**

**2.17 Deposit**

**2.17.1 The company will not collect deposits from customers in the State of Florida.**

**2.18 Taxes**

**2.18.1 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.**

**2.19 Liability for Customers' improper use of Carrier's Service**

**2.19.1 Any person or entity which uses, appropriates or secures the use of services from Carrier, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Carrier and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Carrier's services actually made by Customer.**

**2.20 Returned Checks**

**2.20.1 If Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, Company shall apply a service charge after Customer has been forwarded a notice of same five days in advance as follows:**

**Per Returned Check: 5% or fifteen dollars, which ever is greater.**

**2.20.2 The charge shall be applied to Customer's monthly billing, in addition to any other charges which may apply under this tariff.**

**2.20.3 Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.**

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.21 Customer Service

2.21.1 Questions regarding service or billing can be directed to NCIC's Customer Service Department in Ft. Lauderdale, Florida by dialing their toll free number, (888) 255-0889. Credits to customer accounts will be applied on the next NCIC bill.

2.22 Promotional Offerings

2.22.1 The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These promotions will be approved by the FLPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

2.23 Emergency Calls

2.23.1 Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers.

2.23.1.A Governmental fire fighting, State Highway Patrol, police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five days a year, including holidays.

2.23.1B An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life and/or property and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

2.23.1C **Emergency Shortage of Facilities:** The Carrier reserves the right to limit the length of conversations in times of emergency if a shortage of Facilities occurs.

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**SECTION III - DESCRIPTION OF SERVICES****3.1 General Description of Service**

**3.1.1** For purposes of this tariff, the service provided by NCIC is the resale of long distance telecommunications and operator service within the State of Florida and is available to all customers in equal access areas who have established an account(s) with NCIC. The service may be accessed on a direct dial, or "Touch One" basis. NCIC will provide network services to pay and courtesy phone operators enabling guest, patrons, employees and other calls over NCIC's network. The End User selects the billing method of his or her choice. Either a "live" operator or automated attendant equipment will intercept at the beginning of the call. All live operator and automated calls are identified with "NCIC" prior to billing information begin collected and branded again with "Thank you for using NCIC" after billing information has been collected. Rates will be made available upon request by the Customer.

**3.1.2** Customers may use accounting codes to identify the Customers or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

**3.1.3** Customer will not be charged for uncompleted calls.

**3.1.4 Timing of calls**

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (i.e. when 2 way communications, 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 60 seconds of ringing is allowed before it is billed usage of the network. A call is terminated when the calling or called party hangs up.

**3.2 Service Options**

**3.2.1 NCIC Residential Service:** Residential Customers utilize "1+" dialing for interLATA calls.

**3.2.2 NCIC Business Service:** Business Customers utilize "1+" dialing for interLATA calls.

**3.2.3 NCIC Travel Service:** Customers may request from NCIC a Travel Card for use in accessing the NCIC network of carrier services when away from business telephones. Customer dials the appropriate carrier access number sequence specified on the Customer's NCIC Travel Card.

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SECTION III - DESCRIPTION OF SERVICES, (CONT'D)

3.2 Service Options (cont'd)

3.2.4 **NCIC 800 Service:** NCIC's 800 service is available twenty-four hours a day, seven days a week. Service is provided by NCIC's underlying carries. Incoming calls from the NCIC network terminate at the Customer premises via special access or business line termination.

3.2.5 **Directory Assistance:** The underlying carrier provides service to NCIC to offer directory assistance services which the Customer may access by dialing area code plus 555-1212. Customer will be billed for such service by NCIC.

3.2.6 **Operator Services:** NCIC offers long distance services to customers via LEC and private pay telephone customers via LEC and private pay telephones or through the telephone, pay telephones, PBX or similar switch vehicle of subscribers who serve the transient public. All intrastate/interstate long distance services of NCIC anticipate the use of automated Credit Card or Calling Card billing.

3.3 Calculation of Distance

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

3.3.2 The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. NCIC uses vertical and horizontal coordinates produced by Bell Communications Research in their NPA-NXX V & H coordinates tape and Bell's NECA tariff No. 4.

3.3.2.A FORMULA:

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

3.4 Service Area

3.4.1 The service area of Carrier includes all points in Florida.

3.5 Minimum Call Completion Rate

3.5.1 Customers can expect a call completion rate of 99% during peak use periods for all Feature Group D Equal Access 1+ services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION IV - RATES

4.1 NCIC Residential Service

4.1.1 Residential Service provides Facilities to complete toll calls between two points in Florida. The maximum rates\* are: (All zero minus traffic will be routed to the LEC)

	Plan "A"	Plan "B"	Plan "C"	Plan "D"	Plan "E"
Flat Rate	Per Minute - Initial and Additional				
All Times	\$0.2960	\$0.2660	\$0.2370	\$0.2070	\$0.1920

\*\*\* Calls are billed on six second increments, following a one minute minimum.

4.2 NCIC Business Service

4.2.1 Business Service provides Facilities to complete toll calls between two points in Florida. The maximum rates\* are: (All zero minus traffic will be routed to the LEC)

	Plan "A"	Plan "B"	Plan "C"	Plan "D"	Plan "E"
Flat Rate	Per Minute - Initial and Additional				
All Times	\$0.2960	\$0.2660	\$0.2370	\$0.2070	\$0.1920

\*\*\* Calls are billed in six second increments, following a one minute minimum

4.2.1.A Accounting Code Charges:  
\$5.00 per month or \$0.20 per month per validated code number, whichever is greater.

4.3 Volume Usage Discounts

NCIC Business and Residential Service Plan pricing reflects the following volume usage:

Discounted pricing plans for customers using:

- Plan "A" - up to \$500.00 per month.
- Plan "B" - between \$500.00-\$600.00 per month
- Plan "C" - between \$600.00 - \$700.00 per month
- Plan "D" - between \$700.00 - \$800.00 per month
- Plan "E" - over \$800.00 per month

4.4 Operator Service

4.4.1 From origination to termination, the maximum rates are the same as the underlying services contracted for (as defined in subsection 4.1 and 4.2 of this tariff) plus an \$2.50 surcharge per call charge will be added to the regulated rates

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**SECTION IV – RATES, (CONT'D)**

- 4.5 **NCIC Travel Service**
  - 4.5.1 From origination to termination, the maximum rates are the same as the underlying services contracted for (as defined in subsection 4.1 and 4.2 of this tariff) plus an \$0.85 per call charge will be added to the regulated rates.
  
- 4.6 **NCIC 800 Service**
  - 4.6.1 From origination to termination, the maximum rates are the same as the underlying service contracted for (as defined in subsection 4.1 and 4.2 of this tariff) plus a monthly \$20.00 exclusive 800 number charge.
  
- 4.7 **Nonrecurring Charges**
  - 4.7.1 **800 Service**
    - Service Origination: \$50.00
  
  - 4.7.2 **Travel Service**
    - Service Origination: \$50.00
  
  - 4.7.2 **Accounting Code Charges**
    - Set-up and/or change per line: \$20.00
  
- 4.8 **Late Payment**
  - 4.8.1 A late payment fee of 1.5% shall apply to all unpaid charges that are thirty days past due.
  
- 4.9 **Directory Assistance**
  - 4.9.1 The Directory Assistance rate is \$0.65 per call.
  
  - 4.9.2 There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities.
  
- 4.10 **Discounts for Hearing Impaired Customers**
  - 4.10.1 Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night time calls.
  
- 4.11 **Telecommunications Relay Service**
  - 4.11.1 For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent 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 60 percent off of the other wise 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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# Kott Enterprises, Inc.

Telecom Tariff Consultants

PO Box 275, Center Lovell, ME 04016  
Tel: (207) 928-2144 Fax: (207) 928-2139

DEPOSIT

DATE Cynthia D. Kott, President  
Allison Kacurov, Administrative Assistant

August 29, 1998 **D015** **OCT 02 1998**

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850

981254-TI

RECEIVED  
MAIL ROOM  
98 OCT -2 AM 7:43

RE: Network Communications International Corporation

Dear Sir / Madam:

Enclosed please find an original and six copies of the application, tariff and exhibits for filing on behalf of the above referenced long distance reseller.

Also enclosed please find a check in the amount of \$250.00 representational of filing fee.

For purposes of verification of receipt I am enclosing a copy of this transmittal letter and a SASE. Please date stamp copy and return to n.e.

If there is anything further that you may need to complete this filing, please let me know.

I look forward to working with you on behalf of my client.

Respectfully,



METRO  
KOTT ENTERPRISES, INC.  
P.O. BOX 275  
CENTER LOVELL, ME 04016  
TELEPHONE (207) 928-2144  
FAX (207) 928-2139

TWO HUNDRED FIFTY AND 0/100 DOLLARS

PAY  
TO THE FLPSC  
ORDER  
OF

*William J. Pope*

Memo: