

**Uni-Tel
Communications
Group**

DEPOSIT
D 0 3 8 -

DATE
NOV 25 1998

Phone (630) 579-0058
Fax (630) 579-0753

RECEIVED
FLORIDA PUBLIC SERVICE COMMISSION
98 NOV 25 PM 12:12
MAIL ROOM

November 23, 1998

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

981754-77

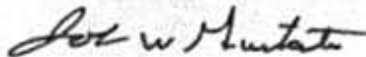
Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of the Uni-Tel Communications Group, Inc.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return it in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Bobbi Ferguson, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1703.

Your assistance in this matter is greatly appreciated.

Sincerely,

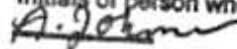


John W. Gustaitis, III
Chief Operations Officer

Enclosures

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:



Uni-Tel Communications Group

DEPOSIT
D088 -

DATE
NOV 25 1998

Phone (830) 579-0058
Fax (830) 579-0753

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
98 NOV 25 PM 12:12
MAIL ROOM

November 23, 1998

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

981754-TT

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Your assistance in this matter is greatly appreciated.

Sincerely,

Joe W. Hunt

DOCUMENT NUMBER - DATE
13374 NOV 30 1998
FPSC-RECORDS/REPORTING

UNI-TEL COMMUNICATIONS GROUP, INC.

6188 W. 5TH AVE.
NAPERVILLE, IL 60563

1342

PAY TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISSION

DATE 11/16/98

\$ ***250.00

***TWO HUNDRED FIFTY AND 00/100

DOLLARS

Pinnacle Bank
ST. JOHNS, FLORIDA 32058

FOR

Joe W. Hunt
11/23/98

Uni-Tel Communications Group

Phone (630) 579-0058
Fax (630) 579-0753

ORIGINAL

November 23, 1998

981754-T1

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

RECEIVED
NOV 25 1998

CMU

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Sincerely,

John W. Gustattis, III

John W. Gustattis, III
Chief Operations Officer

Enclosures

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Initials of person who forwarded check:
AA

RECEIVED
FLORIDA PUBLIC SERVICE COMMISSION
53 NOV 25 PM 12:12
MAIL ROOM

618B West Fifth Ave., Naperville, IL 60563

DOCUMENT NUMBER-DATE

13374 NOV 30 98

FPSC-RECORDS/REPORTING

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

101 E. Gains Street
Fletcher Building
Tallahassee, Florida 32399-0866

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 the 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 any questions about completing the form, contact:
- Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gaines Street
Tallahassee, Florida 32399-0866
(904) 488-1280
- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-4733

25-24.473 & 25-24.480(2)

1. This is an application for (check one):

- Original Authority (New Company)
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To a noncertificated company).
- Approval for transfer of control (To another certificated company).

2. The legal name of the applicant:

Uni-Tel Communications Group, Inc.

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

Uni-Tel Communications Group, Inc.

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

**618B West Fifth Avenue
Naperville, IL 60563**

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

None

6. Structure of organization;

- Individual
- Foreign Corporation
- General Partnership
- Other, _____
- Corporation
- Foreign Partnership
- Limited Partnership

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

Applicant is a corporation.

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

- (b) 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. If so, please explain.
 - (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.

8. If incorporated, Please give:

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

Corporate charter Number: F98000006011

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

**NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, FL 32301**

- (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. If so, please explain.

None.

(c)

(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.

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

(a) The application;

Bobbi Ferguson, Sr. Consultant, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475, (205) 330-1703

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

John Gustaitis, III, Chief Operations Officer, Uni-Tel Communications Group, Inc., 618B West Fifth Avenue, Naperville, IL 60563, (630) 579-0058

(c) Tariff;

Bobbi Ferguson. See (a) above.

(d) Complaints/ Inquiries from customers;

John Gustaitis, III. See (b) above.

10. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None. The Applicant is a reseller and does not own, control, operate, or manage any transmission facilities with the technological capability to provide telecommunications service within the state. See Attachment L.

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

The Applicant has applications pending to be certificated to resell intrastate interexchange telecommunications services in the states of Maryland and Pennsylvania.

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

See Attachment L.

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

None.

(e) Has 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.

11. 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 access
 Method of access is via switched access

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 Services

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

Other:

Initially, the applicant will offer outbound long distance and directory assistance services. A detailed service description is provided in Section 3 of the proposed tariff attached hereto at Attachment H.

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

To place an outbound long distance call, the end user dials 1+ the called number. To reach Directory Assistance outside of the end user's area code, the end user dials 1 + area code + 555-1212. To reach the long distance operator of the underlying carrier, the end user dials 00- or 0+ the called number.

13. What services will the applicant offer to other certified telephone companies:

() Facilities. () Operators.
() Billing and Collection. () Sales.
() Maintenance.
() Other: NONE

14. Will your marketing program:

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

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

See Attachment G.

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

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

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not, why?

Yes

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

All services are currently billed through the local exchange companies.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment H.

**** 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 one 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. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commissions' Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

John W. Gustaitis, II

Typed name and signature of owner
or chief officer

November 18, 1998

Date

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT (Not Applicable)
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
(Not Applicable)
- E - GLOSSARY (Not Applicable)

** APPENDIX A **

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

****APPENDIX B****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

John W. Gustaitis, II 

Typed name and signature of
Owner or Chief officer

President

Title

November 18, 1998

Date

**** APPENDIX C ****

INTRASTATE NETWORK

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

1) N/A 2)

3) 4)

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

1) N/A 2)

3) 4)

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

1) POP-to-POP TYPE OWNERSHIP

2) N/A

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

Service may be provided from any exchange in the State of Florida.

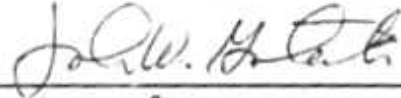
5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirement contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Our understanding of Commission Rule 25-24.471 (4) (a) is that the intra-EAEA restriction has been lifted for 950, 10XXX, 800, and 1+ calls placed via dedicated access, and that the LEC will not forward to Uni-Tel any intra-EAEA calls placed over switched access lines.

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?

John W. Gustaitis, II



Typed name and signature of
Owner or Chief officer

President
Title

November 18, 1998
Date

****APPENDIX D****

FLORIDA TELEPHONE EXCHANGES

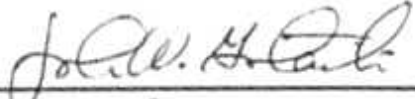
AND

EAS ROUTES

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

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

John W. Gustaitis, II


Typed Name and signature of
Owner/Chief Officer

President

Title

November 18, 1998

Date

All outbound services that utilize switched access to reach the long distance network are available in equal access areas. All inbound services and all outbound services using dedicated access to reach the long distance network are available statewide.

ATTACHMENT F

DIRECTORS, OFFICERS, AND SHAREHOLDERS

Officers of Uni-Tel Communications Group, Inc.		
Name	Title	Address
John W. Gustaitis, II	President	618B West Fifth Avenue Naperville, IL 69563
Randolph Roberts	Treasurer	

ATTACHMENT G

EXPLANATION OF SALES COMMISSIONS

The Applicant sells through its own employees and independent sales contractors. The Applicant's sales employees are paid a salary plus a commission. The independent sales contractors earn commissions based on monthly eligible revenue generated by their customers that is collected in the previous month. The commission rates vary with the agent's volume.

ATTACHMENT H

PROPOSED TARIFF

UNI-TEL COMMUNICATIONS GROUP, INC.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications Services provided by Uni-Tel Communications Group, Inc. with principal offices at 618B West Fifth Ave., Naperville, IL 60563. This Tariff applies to Services furnished within the State. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Issue Date: November 11, 1998

Effective Date:

618B West Fifth Ave., Naperville, IL 60563

CHECK SHEET

All the 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.

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

***New or Revised Sheets**

Issue Date: November 11, 1998

Effective Date:

John Gustaitis, President
618B West Fifth Ave., Naperville, IL 60563

CHECK SHEET (Con't)

<u>SHEET</u>	<u>REVISION</u>
21	Original Sheet
22	Original Sheet
23	Original Sheet
24	Original Sheet
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet
36	Original Sheet
37	Original Sheet
38	Original Sheet
39	Original Sheet

*New or Revised Sheets

Issue Date: November 11, 1998

Effective Date:

John Gustaitis, President
618B West Fifth Ave., Naperville, IL 60563

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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or 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

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. **Paragraph Numbering Sequence** - There are six 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
- D. **Check Sheets** - When a Tariff filing is made with the Commission, 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 sheets are added, the check sheet is changed to reflect the revision.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to Customer's premises used to process voice and limited speed data calls.

Business Customer: A Business Customer is a Customer whose use of the Service(s) are for a business, professional, institutional, or occupational purpose.

CAP: CAP is an acronym for Competitive Access Provider.

Commission: Commission refers to the Florida Public Service Commission.

Company: Company refers to Uni-Tel Communications Group, Inc.

Customer: The Customer is a person or legal entity which subscribes to Service(s) from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

DUC: DUC is an acronym for Designated Underlying Carrier.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA is an acronym for Local Access Transport Area which is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

LEC: LEC is an acronym for Local Exchange Carrier.

MATR: MATR is an acronym for Minimum Average Time Requirement. If average call duration for inbound Service(s) is less than the MATR, call duration will be calculated as the number of calls times the MATR.

Modification of Final Judgement: Modification of Final Judgement refers to that decision of the United States District Court for the District of Columbia appearing at 552 F. Supp 131 (1982).

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

NXX: NXX is the first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

NPA Centroid: NPA Centroid is the rating center which is sometimes used to calculate mileage for inbound 800 calls and calling card calls.

PBX: PBX is an acronym for Private Branch Exchange.

PIC: PIC is an acronym for Primary Interexchange Carrier.

POP: POP is an acronym for Point-of-Presence and is the central office of the DUC or the Company where the LEC or CAP hands off the traffic of the Company's Customers to the DUC or the Company or where the Customer's facility interconnects with the DUC or the Company.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

Residential Customer: A Residential Customer is a Customer whose use of the Company's Service(s) are substantially of a social and domestic nature.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Service(s): Service(s) are defined as the telecommunications services provided pursuant to this tariff.

State: State refers to the State of Florida.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CAP to reach the long distance network, the access is switched. Switched Access facilities are also referred to as shared use facilities.

Underlying Carrier: Underlying Carrier refers to the interexchange carrier that provides the long distance services the Company resells.

V&H: V&H is an acronym for vertical and horizontal.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services are offered for intrastate InterLATA and IntraLATA telecommunication services originating and terminating within Florida under terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. The Company resells the services of facility based carriers subject to the terms of any applicable interstate offering or arrangement between the DUC and the Company.

This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business which is located at 618B West Fifth Avenue, Naperville, IL 60563.

Issue Date: November 11, 1998

Effective Date:

618B West Fifth Ave., Naperville, IL 60563

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations

- 2.2.1 Service(s) are offered subject to the availability of facilities and the provisions of this Tariff. If the case of refusal to establish Service, the Company shall notify the Applicant in writing of the reason for such refusal.
- 2.2.2 The Company reserves the right without liability to discontinue offering Service(s), or limit the use of Service(s) in either case when necessitated by conditions beyond its control, or when the Customer is using Service(s) in violation of the law or the provisions of this Tariff.
- 2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.14 are required before any assignment or transfer of Service(s). All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for Service(s).
- 2.2.4 If Service is to be resold or rebilled, a reseller must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may refuse or terminate Service(s) without liability provided that five (5) days' written notice is given before termination except in extreme cases, include but are not limited to:

- non-payment of any sum owing to the Company for telephone Service; or,
- insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or,
- any violation by a Customer related to the request for such Service(s) of either the provisions of this Tariff or any laws, rules, regulations, or policies; or,
- of any order or decision of a court or other governmental authority which prohibits the Company from offering such Service(s); or,
- if the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Service(s); or,
- use or misuse of Company's or DUC's network or for any unlawful or criminal purpose; or,
- refusal by Customer to allow Company reasonable access to the Customer's facilities to provision Service(s).

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

- 2.3.2 The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service(s) hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of offering Service(s) hereunder occurs, except in cases of willful misconduct by the Company.
- 2.3.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of any Service(s).
- 2.3.4 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the provision of Service(s) when such defacement or damage is not the result of the Company's negligence.
- 2.3.5 No contractors, agents, or employees of connecting, concurring or other participating carriers or companies shall be deemed to be contractors, agents, or employees of the Company without written authorization.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.6 Service(s) are furnished subject to the conditions that there will be no abuse or fraudulent use of the Service(s). Abuse or fraudulent use of Service(s) includes but is not limited to:

- the use of Service(s) to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for Service(s); or
- the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service(s) by rearranging, tampering with, or making connection with any Service(s) components of the Company or the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such Service(s); or
- the use of Service(s) of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- the use of Service(s) in such a manner as to interfere unreasonably with the use of Service(s) by one or more other customers.

SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.7 The Company's liability shall be limited to that expressly assumed in Paragraph 2.3 hereof. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service(s) provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to Service(s) provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.4 Use of Service(s)

The Customer may not use Service(s) provided under this Tariff for any unlawful purpose.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Company shall be indemnified and held harmless by the Customer against:

- claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted by the Company;
- violation of any other literary, intellectual, artistic, dramatic, or musical right;
- violations of the right to privacy;
- claims of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer;
- all lost or stolen calling cards, except as described in Paragraph 2.6;
- any other rights whatsoever relating to or arising from message content or the transmission thereof;
- all other claims arising out of any act or omission of the Customer in connection with Service(s) provided by the Company.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Con't)

- 2.5.2 The Customer shall be responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of Service(s) furnished under this Tariff.
- 2.5.3 The Customer is responsible for paying for all Service(s) the Company provides to or from the Customer's telephone number(s), regardless of whether the Customer's facilities were used fraudulently.
- 2.5.4 The Company shall not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.
- 2.5.5 The Company's failure to provide or maintain Service(s) under this Tariff shall be excused by the Customer for all circumstances beyond the Company's reasonable control.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Con't)

2.5.6 The Customer shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of Service(s) to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

2.6 Lost Or Stolen Calling Cards Or Authorization Codes

The Customer is responsible for all charges including all calls placed by use of Customer's assigned authorization or calling card code(s). Upon knowledge of facts which would alert a reasonable person to the possibility that an unauthorized person is using Customer's authorization or calling card code, the Customer shall alert and give notice to the Company of such facts. The Customer shall be excused from liability only with respect to calls placed after receipt of such notice by the Company.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service

2.7.1 Application for Service(s)

To obtain Service(s), the Company may require an application in the form of a completed Service Agreement, a Letter of Agency, or any other written documents as may be in effect from time to time. The applicant must also establish credit satisfactory to the Company as provided in Paragraph 2.7.2.

2.7.2 Establishment of Credit

(A) Applicant

Pursuant to Paragraph 2.7.1 and prior to accepting the applicant's Service Agreement, the Company reserves the right to examine the credit record and check the references of the applicant.

(B) Customer

If the conditions of Service(s) or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (Con't)

2.7.3 Customer Deposits

The Company will not collect deposits on intrastate usage.

2.7.4 Advance Payments

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

2.8 Rendering and Payment of Bills

2.8.1 General

The Customer is ultimately responsible for payment of all charges for Service(s) provided by the Company.

2.8.2 Billing Period

The billing period is one month.

2.8.3 Rendering Bills

Bills are sent to the current billing address no later than thirty (30) days following the close of billing.

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills (Con't)

2.8.4 Payment of Bills

Payments are due twenty five days from the invoice date. The due date is disclosed on the bill. Checks should be made payable to the Company as named on the bill and are sent to the address as listed on the bill.

2.8.5 Late Charge

If a Customer's bill is not paid within thirty (30) days from the date on the invoice, the Company may impose a late charge of 1.5% per month on the delinquent amount.

2.8.6 LEC Billing

For those Services that are billed through the local exchange company, the rules of the local exchange company with respect to rendering and payment of bill will apply in lieu of those set forth in this Section.

2.8.7 Return Check Charge

A return check charge of \$20.00, if the face value of the check does not exceed \$50.00; \$30.00, if the face value is more than \$50.00 but does not exceed \$300.00; \$40.00, if the face value is more than \$300.00, will be assessed for checks returned for having insufficient funds.

SECTION 2 - RULES AND REGULATIONS

2.9 Customer Service

2.9.1 General

Customer Service may be contacted in writing at 618B West Fifth Ave., Naperville, IL 60563. To reach Customer Service via telephone, Customers call a toll-free number. Service Representatives work Monday through Friday, excluding holidays, from 8:00 AM to 5:00 PM central time. After hours, calls are answered by an answering service. If the call is not an emergency, the Customer will be called back the next business day. If the call is an emergency, Company employees are available on a standby basis to assist a Customer with a service difficulty.

2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in paragraph 2.9.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

2.9.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in paragraph 2.9.1 above.

SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation By Customer

2.10.1 General

A Customer may cancel Service(s) by giving a thirty (30) days written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Paragraph 2.9.1.

2.10.2 Customer With Switched Access

The Customer's Service(s) are canceled when the LEC changes the PIC code or when the DUC or CAP cancels the Service(s), as authorized by the Customer.

2.10.3 LEC Billing

For those Services that are billed through the local exchange company, the rules of the local exchange company with respect to cancellation of Service by Customer will apply in lieu of those set forth in this Section.

SECTION 2 - RULES AND REGULATIONS

2.11 Termination of Service By Company

2.11.1 Termination For Non-Payment of Charges Due

If payment is not received within forty five (45) days from the billing date, a termination notice is sent to the Customer.

2.11.2 Notice of Service Termination

The written termination notice will provide the reason for the notice, and the final date by which the account is to be settled or specific action taken. A notice of service termination will be sent to the Customer five (5) days prior to service termination.

2.11.3 Termination Without Notice

However, in the event of emergency or threatened or actual disruption of service to other Customers, the Company may terminate service without notice. Service will be terminated by the Company without previous notice if the following conditions apply:

- In the event of a condition on the Customer's premises determined by the Company to be hazardous.
- In the event of the Customer's use in such a manner as to adversely affect the service to others.
- In the event of unauthorized use.

SECTION 2 - RULES AND REGULATIONS

2.11 Termination of Service By Company (Con't)

2.11.4 LEC Billing

For those Services that are billed through the local exchange company, the rules of the local exchange company with respect to termination of Service will apply in lieu of those set forth in this Section.

2.12 Installation and Connection Charges

All Company services are interstate services with the Customer having the option of using the service to place intrastate calls. The Company does not an installation, connection, or monthly service charge for the intrastate portion of the service.

2.13 Taxes

In addition to the charges specifically pertaining to the Service(s), certain federal, state, and local surcharges, taxes, and fees will be applied to these Service(s). These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for the Company's intrastate Service(s). All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates listed in the Tariff.

2.14 Transfer or Assignment

The Company's intrastate Service(s) may not be transferred or assigned to a new Customer unless the new Customer's credit is approved.

SECTION 2 - RULES AND REGULATIONS

2.15 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 98% during peak use periods.

2.16 Timing of Calls

The Customer's long distance usage charge is based on the actual usage of the DUC's network. Usage begins when the called party picks up the receiver and the local telephone company sends a signal to the switch which utilizes hardware answer supervision or software tone detection. A call is terminated when the calling party hangs up.

SECTION 2 - RULES AND REGULATIONS**2.17 Rate Period**

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

Issue Date: November 11, 1998

Effective Date:

618B West Fifth Ave., Naperville, IL 60563

SECTION 2 - RULES AND REGULATIONS**2.18 Mileage Measurements**

Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the DUC for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system.

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the DUC. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved.

FORMULA:

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

SECTION 2 - RULES AND REGULATIONS

2.19 Determining Rate In Effect

2.19.1 General

For outbound Service(s) that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound Service(s) that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. Time of day shall be determined in accordance with Paragraph 2.17.

2.19.2 Calls Originating Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.20 Application of Charges

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent \$0.005 and greater, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

SECTION 2 - RULES AND REGULATIONS

2.21 Interruption of Service(s)

2.21.1 General

It shall be the obligation of the Customer to notify the Company of any interruption in Service(s) for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the interruption is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

2.21.2 Usage Sensitive Service(s)

Credit allowances for the interruption of Service(s) are subject to the general liability provisions set forth in Paragraph 2.3 preceding.

2.22 Restoration of Service(s)

The use and restoration of Service(s) in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

All Service(s) are interstate offerings with the Customer having the option of using the Service(s) to place intrastate calls. Intrastate Service(s) are only available if the Customer subscribes to the Company's comparable interstate Service(s) offering. All Switched Access Service(s) are available only in equal access serving area. All Service(s) may be provisioned by the DUC.

The selection of the Service will be determined by the Company based on the type of access the Applicant utilizes to reach the long distance network of the Underlying Carrier and the Applicant's average intrastate, interstate, and international usage for the past three months. It is the Applicant's responsibility to furnish the Company copies of their prior months long distance telephone bills for use in making this determination.

The Company's inbound Service(s) permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service(s) is gained by dialing a ten digit telephone number, (800) NXX-XXXX, which terminates at the Customer's requested location. The MATR for all inbound services is 30 seconds and applies per 800 telephone number. This means that if the average duration per call during each billing period is less than 30 seconds, billing will be based on the actual number of calls using an average duration of 30 seconds.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Telecomp 1 Plus

Telecomp 1 Plus (See tariff sheet 35) is an outbound only, long distance pricing plan for Residential Customers and Business Customers using Switched Access to reach the long distance network of the DUC. All Calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute. All charges for this Service will be billed through the customer's local exchange company.

3.2 Directory Assistance

3.2.1 General

Intrastate Directory Assistance (See tariff sheet 35) involves the supplying of assistance in determining or attempting to determine the telephone number of a party for a call which is outside of the calling party's area code but within the calling party's state. Calls for directory assistance within the calling party's area code are routed to and handled by the LEC. If a Customer calls directory assistance for a call within the state but outside of the Customer's area code, the call is routed to and handled by the DUC.

3.2.2 Availability of Service(s)

Intrastate directory assistance is available if the Customer subscribes to any outbound Service(s).

3.2.3 Application of Charges

The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Timing of Calls

For rules and regulations regarding timing of calls, see Section 2.16 of this Tariff.

3.4 Billing Increments

Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff for each Service offering.

3.5 Per Call Billing Charges

The rules and regulations regarding the methodology used to round the price of a call is covered in Paragraph 2.20 of this Tariff.

3.6 Calculation of Distance

For the rules and regulations regarding the calculation of distance, see Section 2.12 of this Tariff.

3.7 Formula For Calculating Distance of a Call

See Section 2.12 of this Tariff for the formula used to calculate the distance of a call.

3.8 Minimum Call Completion Rate

For rules and regulations regarding minimum call completion rates, see Section 2.15 of this Tariff.

SECTION 4 - RATES AND CHARGES

4.1 Telecomp 1 Plus

4.1.1 Rate Per Minute \$0.241

4.2 Directory Assistance

The rate is \$0.95 per call.

SECTION 4 - RATES AND CHARGES

4.3 Exemptions and Special Rates

4.3.1 Discounts for Hearing Impaired Customers

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using Services which have no time-of-day pricing element. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

Pursuant to Section 25-4.160 (1) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call. The discounts do not apply to per call charges such as calling card surcharges.

4.3.2 Directory Assistance for Handicapped Person

Pursuant to Section 25-4.115 (3) (a) of the IXC Rules For Special Rates For Handicapped Customers, there will be no charge for up to fifty (50) calls per billing cycle from lines or trunks servicing individuals with disabilities. Such persons must contact the Company for credit on the bill.

SECTION 4 - RATES AND CHARGES

4.3 Return Check Charge

A return check charge of \$20.00, if the face value of the check does not exceed \$50.00; \$30.00, if the face value is more than \$50.00 but does not exceed \$300.00; \$40.00, if the face value is more than \$300.00, will be assessed for checks returned for having insufficient funds.

SECTION 5 - PROMOTIONS

5.1 Promotions

From time-to-time, the Company may engage in national and/or intrastate Special Promotional Offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new services and/or increase existing Customer awareness of the Company's services. These offerings may be limited to certain dates, times of day and/or locations determined by the Company and will be approved by the Commission with specific starting and ending dates. The terms of national promotional offerings are set forth in the applicable interstate Tariffs governing such programs. To the extent these programs may extend to intrastate services, the terms of these national offerings are incorporated by reference herein.

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Issue Date: November 11, 1998

Effective Date:

618B West Fifth Ave., Naperville, IL 60563

ATTACHMENT I

MANAGERIAL CAPABILITY

MANAGEMENT PROFILE**Uni-Tel Communications Group, Inc****John W. Gustaitis, II**

John W. Gustaitis, II is the founder and President of Uni-Tel Communications Group, Inc. He oversees the overall operations, marketing, sales, and research and development effort of the company. Mr. Gustaitis gained extensive general management expertise while serving as President of the Munster Radiology Group, President of Gustaitis, M.D., P.C., and as Vice President of G&S Development, a real estate development corporation in Bloomington, Indiana.

Jack Weichman

Jack Weichman is Controller and Chief Financial Officer of Uni-Tel Communications Group, Inc. Mr. Weichman is responsible for all financial and accounting functions including preparation of financial statements, acquisitions, contract administrations, and regulatory and tax reporting. Mr. Weichman holds a degree from Indiana University and is a Certified Public Account. In addition to his financial expertise, Mr. Weichman has excellent general management experience from serving as President of Weichman & Associates, P.C. which provides medical management and data services and computer management services and as CEO and Secretary of Comprehensive Renal Care, Inc.

John W. Gustaitis, III

John W. Gustaitis, III is the Chief Operations Officer for Uni-Tel Communications Group, Inc. Mr. Gustaitis is responsible for management information services, billing, customer service, and agent relations. Mr. Gustaitis has over seven years in the telecommunications industry. Mr. Gustaitis has been the Chief Operations Officer with UMG Communications where he oversaw the day-to-day operations of the company. Mr. Gustaitis brings extensive experience in the areas of both direct billed and LEC billed products. Mr. Gustaitis holds a degree from Indiana University.

ATTACHMENT J

TECHNICAL CAPABILITY

Uni-Tel Communications Group, Inc. is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.

ATTACHMENT K

FINANCIAL CAPABILITY

CURRENT BALANCE SHEET

CURRENT INCOME STATEMENT

STATEMENT OF RETAINED EARNINGS

UNI-TEL COMMUNICATIONS GROUP, INC.
STATEMENT OF ASSETS, LIABILITIES,
AND EQUITY-INCOME BASIS
AS OF OCTOBER 31, 1998

ASSETS

CURRENT ASSETS

CASH-CHECKING	\$120,548.73
ACCTS RECEIVABLE-OTHER	<u>\$513,737.17</u>

TOTAL CURRENT ASSETS	\$634,285.90
----------------------	--------------

FIXED ASSETS

LEASEHOLD IMPROVEMENTS	\$0.0
EQUIPMENT	\$4,043.34
COMPUTERS	\$3,499.75

TOTAL FIXED ASSETS	\$7,543.09
LESS: ACCUMULATED DEPRECIATION	<u>(527.11)</u>

NET BOOK VALUE OF FIXED ASSETS	\$7,015.98
--------------------------------	------------

OTHER ASSETS

SECURITY DEPOSITS	\$1,485.00
ORGANIZATIONAL COSTS-NET	<u>\$137,621.09</u>

TOTAL OTHER ASSETS	<u>\$139,106.09</u>
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TOTAL ASSETS	<u>\$780,407.97</u>
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UNI-TEL COMMUNICATIONS GROUP, INC.
STATEMENT OF ASSETS, LIABILITIES,
AND EQUITY-INCOME BASIS
AS OF OCTOBER 31, 1998

LIABILITIES AND EQUITY

CURRENT LIABILITIES

ACCOUNTS PAYABLE- SHAREHOLDER	\$80,000.00
FEDERAL W/H TAX PAYABLE	\$2,977.52
ILLINOIS W/H TAX PAYABLE	<u>\$285.84</u>

TOTAL CURRENT LIABILITIES \$83,263.36

LONG TERM DEBT

LINE OF CREDIT- PINNACLE BANK	\$498,732.31
LINE OF CREDIT - NBD BANK	<u>\$100,000.00</u>

TOTAL LONG TERM DEBT \$598,732.31

STOCKHOLDER' EQUITY	\$20,000.00
RETAINED EARNINGS	<u>\$78,412.30</u>

TOTAL STOCKHOLDERS' EQUITY \$98,412.30

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$780,407.97</u>
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UNI-TEL COMMUNICATIONS GROUP, INC.
STATEMENT OF REVENUE AND EXPENSES
INCOME BASIS
SUPPORTING SCHEDULE
YEAR ENDED OCTOBER 31, 1998

YEAR-TO-DATE

OPERATING EXPENSES

EMPLOYEE SALARIES	\$62,926.91
LEASE EXPENSE	\$10,040.00
UTILITIES	\$ 695.17
TELEPHONE & SERVICES	\$526,981.58
ADVERTISING	\$561.00
INSURANCE-CORPORATE	\$360.00
INSURANCE-EMPLOYEES	\$5,407.50
INTEREST EXPENSE-ADVANCES	\$13,025.24
LEGAL & ACCOUNTING SERVICES	\$25,994.59
TELEMARKETING EXPENSES	\$665,870.00
BILLING EXPENSE	\$286,941.70
WIRE EXPENSE	\$80.00
VERIFICATION EXPENSE	\$79,705.35
DEPRECIATION EXPENSE	\$527.11
AMORTIZATION EXPENSE	\$5,681.34
EQUIPMENT RENTAL	\$1,079.06
VEHICLE EXPENSE	\$2,225.38
OFFICE SUPPLIES & EXPENSE	\$4,150.77
PROMOTION	\$2,096.63
TRAVEL & CONVENTION	\$1,389.11
DELIVERY	\$2,720.95
REGISTRATION, LIC. & FEES	\$28,817.57
PAYROLL TAXES	\$5,499.07
BANK CHARGES	\$1,470.48
SCAVENGER SERVICE	\$297.00
TOTAL OPERATING EXPENSES	<u>\$1,734,543.50</u>

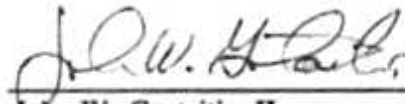
UNI-TEL COMMUNICATIONS GROUP, INC.
STATEMENT OF REVENUE, EXPENSES AND RETAINED EARNINGS
INCOME BASIS
YEAR ENDED OCTOBER 31, 1998

YEAR-TO-DATE

REVENUE COLLECTED	
FEES COLLECTED	<u>\$1,812,955.80</u>
TOTAL REVENUE	\$1,812,955.80
OPERATING EXPENSES	<u>\$1,734,543.50</u>
REVENUE IN EXCESS OF EXPENSES	<u>\$78,412.30</u>
BEGINNING RETAINED EARNINGS	<u>\$0.0</u>
ENDING RETAINED EARNINGS	<u>\$78,412.30</u>

Statement of Financial Capability

In the opinion of management, Uni-Tel Communications Group, Inc., has sufficient financial capability to enter the Florida telecommunications market and meet its ongoing obligations. In addition to funds available as shown on the financial statements furnished, Uni-Tel Communications Group, Inc. has access to additional funding through financial institutions and if necessary through additional capital from the shareholders.



John W. Gustaitis, II
President

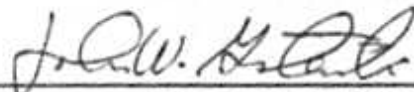
CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF ILLINOIS

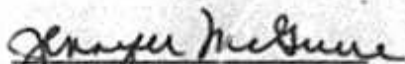
COUNTY OF LAKE

Personally appeared before the undersigned, an officer duly authorized to administer oaths, John W. Gustaitis, II who first being duly sworn, deposes and says that he is President of Uni-Tel Communications Group, Inc., applicant in this application, that he has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.



(Signature of Affiant)

Subscribed and sworn before me, this
15th day of November,
1998.


(Notary Public)

(Seal)

My Commission Expires December 15, 2000

ATTACHMENT L

STATE LIST

The Applicant is certified or otherwise authorized to operate in Arizona, Arkansas, Arizona, California, Idaho, Illinois, Indiana, Kansas, Massachusetts, New York, Oregon, Texas, and Washington.