

August 23, 1999

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0866

DEPOSIT

DATE

D 1 9 1

AUG 26 1999

Re: OpenTel Communications, Inc.

Dear Sir or Madam:

991225-TL

On behalf of our client OpenTel Communications, Inc. and attached hereto please find an original and six (6) copies of an Application and Tariff to Provide Interexchange Telecommunications Services in the State of Florida.

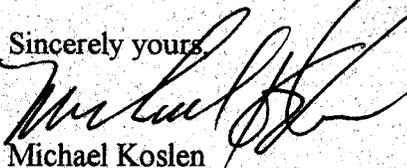
Also enclosed is check in the amount of \$250.00 for the required filing fee.

Please direct questions, comments, notices or correspondence regarding the above referenced filing to:

Michael Koslen, Director of Regulatory Affairs
American Regulatory Services Corp.
6635 West Commercial Blvd, Suite 220
Ft. Lauderdale, Florida 33319
(954) 718-0056.

For purposes of verification of receipt, I have provided an additional copy of this cover letter. Please date stamp and return to me in the stamped self addressed envelope provided.

Sincerely yours,


Michael Koslen
President of Regulatory Affairs

MSK/va

Enclosures

MAIL ROOM
99 AUG 26 AM 9:27

RECEIVED
FLORIDA PUBLIC SERVICE COMMISSION
CASE NUMBER-DATE
742810247 AUG 26 99

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
2420 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(850) 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
2420 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(850) 413-6600**

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

FORM PSC/CMU 31 (11/95)

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

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 a noncertificated company).
- Approval for transfer of control** (To another certificated company).

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

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

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

3333 Bowers Avenue, Suite 130, Santa Clara, CA 95054

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

The Florida address is the same as the national address.

7. Structure of organization;

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

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

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

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

FORM PSC/CMU 31 (11/95)

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

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

(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. *No.*

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida. *Please see Applicant's qualification as a foreign corporation, attached to this application as Exhibit A.*

Corporate charter number: F99000003849

- (b) Name and address of the company's Florida registered agent.
*Michael Koslen c/o American Regulatory Services Corp.
6635 West Commercial Blvd. Suite 220
Ft. Lauderdale, Florida 33319.*

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.
Not 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 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. *No.*

FORM PSC/CMU 31 (11/95)

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

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

and telephone number):

(a) The application;

American Regulatory Services Corp.
Michael Koslen, Director of Regulatory Affairs
6635 West Commercial Blvd. Suite 220
Ft. Lauderdale, Florida 33319.
(954) /718-0056.

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

OpenTel Communications, Inc.
Ingrid Wang
3333 Bowers Avenue, Suite 130, Santa Clara, CA 95054
(415) 896-5198

(a) Tariff;

AMREG/ American Regulatory Services Corp.
C/O Michael Koslen, Director of Regulatory Affairs
6635 West Commercial Blvd. Suite 220
Ft. Lauderdale, Florida 33319.
(954) 718-0056.

(b) Complaints/Inquiries from customers;

OpenTel Communications, Inc.
Ingrid Wang
3333 Bowers Avenue, Suite 130, Santa Clara, CA 95054
(877) 673-6835

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier. **California**

(b) Has applications pending to be certificated as an interexchange carrier.
Applicant intends to file in the states of New York, Illinois, Massachusetts, Nevada,
Oregon and Washington in the near future.

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

(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:

- | | | | |
|--------------------------|-------------------------|--------------------------|------------|
| <input type="checkbox"/> | Facilities. | <input type="checkbox"/> | Operators. |
| <input type="checkbox"/> | Billing and Collection. | <input type="checkbox"/> | Sales. |
| <input type="checkbox"/> | Maintenance. | | |
| <input type="checkbox"/> | Other: <u>None.</u> | | |

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

14. ****Will your marketing program:****

- Pay commissions?
- Offer sales franchises? *No.*
- Offer multi-level sales incentives? *No.*
- Offer other sales incentives? *The company may from time to time offer sales incentives.*

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

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"/> | Universities 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 be the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided? *Yes*

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

FORM PSC/CMU 31 (11/95)

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

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

A. Financial capability. *See section "financial statements"*

Regarding the showing of financial capability, the following applies:

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 geographical 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 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.

OpenTel Communications does not have its financial statements audited.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by commission rule 25-24.485 (example enclosed)
20. The applicant will provide the following interexchange carrier services (Check all that apply):

MTS with distance sensitive per minute rates

- Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS with route specific rates per minute

- Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

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

- Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS for pay telephone service providers

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

800 Service (Toll free)

WATS type service (Bulk or volume discount)

- Method of access is via dedicated facilities
 Method of access is via switched facilities

FORM PSC/CMU 31 (11/95)

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

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

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

1 + Area Code + Number

1 + 800 + Number.

21. Other: *Please see Applicant's Management Information attached to this application as Exhibit B and Applicant's Financial Statement annexed as Exhibit C.*

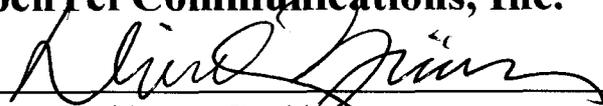
FORM PSC/CMU 31 (11/95)

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

★★ **APPLICANT ACKNOWLEDGMENT 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 telephone service.
7. **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 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 I 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"

OpenTel Communications, Inc.

By: 
David Yuan, President


Date

ATTACHMENTS:

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

★★ APPENDIX A ★★

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

I, (TYPE NAME) _____, of (NAME OF COMPANY)
_____. And current holder of certificate number
_____, have reviewed this application and join in the petitioner's request for a
transfer of the above mentioned certificate.

UTILITY OFFICIAL

_____	_____
Signature	Date

_____	_____
Title	Telephone No.

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480 (2).

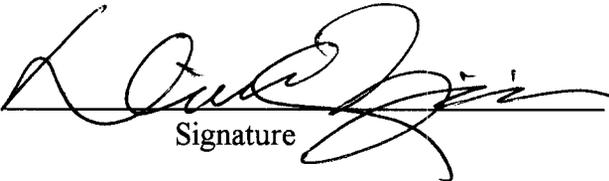
★★ APPENDIX B ★★

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

- The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month.
(Bond must accompany application.)

UTILITY OFFICIAL  8/12/99
Signature Date

David Yuan
Title

President (415) 896-5198
Title Telephone No.

FORM PSC/CMU 31 (11/95)

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

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

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

a) What services have been provided and when did these services begin?

No service has been offered.

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

UTILITY OFFICIAL	<u></u> Signature	<u>8/12/99</u> Date
	<u>David Yuan</u>	
	<u>President</u> Title	<u>(415) 896-5198</u> Telephone No.

FORM PSC/CMU 31 (11/95)

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

★★ 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).

NOT APPLICABLE

FORM PSC/CMU 31 (11/95)

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

** 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 IOXXX and the seven digit code has the form 950-XXXX.

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

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

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

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

COMMISSION: The Florida Public Service Commission.

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

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

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

FORM PSC/CMU 31 (11/95)24.480(2).

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

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

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

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

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

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

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

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

- | | |
|------------------|--|
| Feature Group A: | Line side connections presently serving specialized common carriers. |
| Feature Group B: | Trunk side connections without equal digit or code dialing. |
| Feature Group C: | Trunk side connections presently serving IXC. |
| Feature Group D: | Equal trunk access with subscription. |

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

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

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

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

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

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

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

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

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

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

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

POINT OF PRESENCE (POP): Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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.

FORM PSC/CMU 31 (11/95)

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

OpenTel Communications, Inc.

Florida Public Service Commission

Exhibit A

Certificate of Authority

State of Florida



Department of State

I certify from the records of this office that OPENTEL COMMUNICATIONS, INC., is a corporation organized under the laws of California, authorized to transact business in the State of Florida, qualified on July 22, 1999.

The document number of this corporation is F99000003849.

I further certify that said corporation has paid all fees due this office through December 31, 1999, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-eighth day of July, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by OPENTEL COMMUNICATIONS, INC., a California corporation, authorized to transact business within the State of Florida on July 22, 1999 as shown by the records of this office.

The document number of this corporation is F99000003849.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-eighth day of July, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. OPENTEL COMMUNICATIONS, INC.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. CALIFORNIA 3.
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. february 7, 1997 5. perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. has not transacted business in Florida
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 3333Bowers Ave., Suite 130
Santa Clara, CA 95054
(Current mailing address)

8. Resale of telecommunications services.
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)
Name: Michael Koslen

Office Address: 6635 W. Commercial Blvd, Suite 220
Tamarac, Florida, 33319
(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

[Handwritten signature of Michael Koslen]
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

FILED
SECRETARY OF STATE
90 JUL 22 AM 8:22

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: David Yuan

Address: 557 Cherrywood Dr., Sunnyvale, CA 94087

Vice Chairman: Ingréd Wang

Address: 557 Cherrywood Dr. , Sunnyvale CA 94087

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: David Yuan

Address: 557 Cherrywood Dr. , Sunnyvale, CA 94087

Vice President: Ingréd Wang

Address: 557 Cherry wood Dr., Sunnyvale, CA 94087

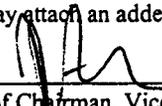
Secretary: Ingréd Wang

Address: as above

Treasurer: Ingréd Wang

Address: as above

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.  7/15/99
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Ingréd Wang, Secretary
(Typed or printed name and capacity of person signing application)

FILED
SECRETARY
09 JUL 22 AM 9:22

OpenTel Communications, Inc.

Florida Public Service Commission

Exhibit B

Management Information

Management Biographies

Ying Wang

OpenTel Communications, Inc. since 1997

M.S. in Electrical Engineering Stanford University

B.S. in Electrical Engineering California State University, Fresno

Director Genesol Enterprises

Responsible for business operations. Genesol Enterprises is engaged in the business of telecommunications consulting, trading and system integration.

Design engineer, Intel Corporation, U.S.A.

Design engineer, LSI Logic Corporation

David Yuan, President

OpenTel Communications, Inc. since 1997

B.S in Electrical Engineering, specializing in electronics and telecommunications.

School of Engineering, M.I.T.

B.S. in Management Science

Sloan Business School, M.I.T.

Managing Director, Genesol Enterprises

Intel Corporation, U.S.A.

Graduate Rotation Engineer, in design and marketing

Microprocessor Performance manager

OpenTel Communications, Inc.

Florida Public Service Commission

Exhibit C

Financial Statements

COPY



**BUSINESS LENDING DIVISION
CONFIRMATION LETTER**

May 24, 1999

OPENTEL COMMUNICATIONS, INC.

3333 Bowers Ave.
Suite 130
Santa Clara, CA 95054-2928

RE: \$100,000.00 PrimeLine

WELLS FARGO BANK, N.A. ("Bank"), agrees to make available to **Opentel Communications, Inc.** ("Borrower") a PrimeLine ("Credit"). The Credit shall bear interest and be repayable in accordance with the terms and conditions of the Agreement. The Agreement consists of (1) this Confirmation Letter (this "Letter"), (2) the Business Lending Disclosure dated August 01, 1997 (the "Disclosure") and (3) any Related Documents. All terms and conditions of the Disclosure and Related Documents are incorporated herein by reference for all purposes. All capitalized terms not defined in this Letter are defined in the Disclosure.

Promise To Pay. Borrower promises to pay to Bank, or order, the principal amount of \$100,000.00, or so much as may be advanced and outstanding from time to time, together with interest on the unpaid outstanding principal balance of each Advance. Interest shall be calculated from the date of each Advance until repayment of each Advance. Borrower will pay Bank at Bank's address shown in this letter or at such other place as Bank may designate in writing.

Availability Period. The Availability Period ends the 10th day of the 12th month following the first payment due date as described below. During the Availability Period Borrower may borrow, repay, and borrow again from time to time under this revolving line of credit up to the Credit Limit.

Interest. The interest rate applicable to this Credit is subject to change from time to time based on changes in the Prime Rate. The Prime Rate currently is 7.750% per annum. The interest rate to be applied to the unpaid principal balance of Credit will be 4.000% above the Prime Rate resulting in an initial rate of 11.750% per annum.

Interest Accrual Basis. Interest shall be computed on a 365/360 simple interest basis; that is, by multiplying the ratio of the annual interest rate over a year of 360 days, times the outstanding principal balance, times the actual number of days the principal is outstanding.

Payments. Borrower shall pay regular monthly payments of accrued unpaid interest. If the Availability Period begins on or before the 24th day of any month, the first payment due date shall be the 10th day of the next month; if the Availability Period begins after the 24th day of any month, the first payment due date shall be the 10th day of the second month following the beginning of the Availability Period. Payments shall be due on the same day of each month thereafter until maturity of the Credit, which is the last day of the Availability Period, at which time all remaining unpaid principal, accrued interest and any other amounts owed in connection with this Credit shall become due and payable in full.

Automatic Debit of Payments. Bank is authorized to automatically debit payments and other amounts owed in connection with this Credit from Borrower's Wells Fargo account number 0224-339986.

Collateral. Subject to the terms and conditions of the Disclosure, as security for the obligations set forth in Section 2.1 of the Disclosure, **OPENTEL COMMUNICATIONS, INC.**, as Grantor, pledges and grants to Bank a first priority security interest in the following personal property, whether existing or hereafter arising, now owned

or hereafter acquired, and wherever located, and all Proceeds of the foregoing (including insurance):

All accounts, inventory, equipment, instruments, general intangibles and contract rights.

Commitment Fees. Borrower shall pay a commitment fee of \$750.00 for the availability of the Credit through the maturity date.

Third Party Fees. Borrower shall pay estimated fee(s) as follows:

\$50.00 UCC Filing Fee

Payment of Fees. Estimated fees will be paid as follows:

UCC Filing Fee	From Account	0224339986
Commitment Fee	From Account	0224339986

Overdraft Protection for Lines of Credit. During the Availability Period Bank shall automatically transfer from Borrower's Credit sufficient funds to cover overdrafts in 0224339986. Bank may in its sole discretion decline to transfer funds if a Default has occurred and is continuing, or if Bank believes that the transfer results from a payment on the Credit, or if the transfer would cause the outstanding balance of the Credit to exceed the maximum amount available under the Credit.

Trade Finance Subfeature. During the Availability Period Borrower shall have available a \$100,000.00 Trade Finance Subfeature subject to the terms described in the Appendix of the Disclosure.

Prepayment Terms. Borrower may prepay principal of the Credit at any time, in any amount, without penalty.

Extensions, Renewals and Increases. The Credit may be extended, renewed or increased at Bank's sole discretion. Bank will notify Borrower in writing of any modification and the terms of any such modification will be deemed to have been accepted if Borrower does not deliver to Bank a written rejection within 10 days from the date of notification, or draws additional funds at any time following the date of notification.

Other Indebtedness. Borrower shall not obtain a working capital line of credit from another lender without the prior written consent of Bank.

Counterpart. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document.

Facsimile. An electronic transmission or other facsimile of this Letter or any signed document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

Purpose. The proceeds of the Credit shall be used primarily for business or commercial purposes.

At the time the Agreement is signed and delivered to Bank, the persons signing below, including without limitation the Borrower(s), any Grantors(s) and any Guarantor(s), acknowledge receipt of the Agreement, including the Disclosure and Related Documents, and accept all terms and conditions contained in them. Unless a fully signed copy of this Letter and all Related Documents is received by Bank within 30 days, this offer to extend credit will expire. This offer is not transferable or assignable, and may be withdrawn or modified at any time prior to Bank's receipt of the above fully signed documents.

All States (except Oregon). This Letter, the Disclosure, and any Related Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties relating to this Credit.

Oregon only. Statutory disclosure to Oregon residents: Under Oregon law, most agreements, promises and commitments made by a lender after October 3, 1989, concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the lender to be enforceable.

Please sign and return this original letter to:

WELLS FARGO BANK, N.A. ("Bank"), Business Lending Division, 177 Park Center Plaza, MAC #0514-011, San Jose, CA 95113

If you have any questions, please contact me at (800) 353-0630. For future reference, please send all correspondence to the Bank to the following address: Business Lending Division, 177 Park Center Plaza, MAC #0514-011, San Jose, CA 95113.

WELLS FARGO BANK, N.A. ("Bank")

By: Annie Black

Name: Annie Black

Title: Assistant Vice President

Dated: May 24, 1999

Guarantor Acknowledgment:

By signing below, Guarantor acknowledges receipt of a copy of the Disclosure, guarantees the Credit, and agrees to the terms and provisions of this Letter and Chapter 3 of the Disclosure. The guaranty amount is \$100,000.00. The Guarantor's address is: 557 Cherrywood Drive, Sunnyvale, CA 94087

David Yuan

By: _____

Name: David Yuan

Title: Individual

By: N/A _____

Guarantor Acknowledgment:

By signing below, Guarantor acknowledges receipt of a copy of the Disclosure, guarantees the Credit, and agrees to the terms and provisions of this Letter and Chapter 3 of the Disclosure. The guaranty amount is \$100,000.00. The Guarantor's address is: 557 Cherrywood Drive, Sunnyvale, CA 94087

Ying Wang

By: _____

Name: Ying Wang

Title: Individual

By: N/A _____

Borrower and Grantor Acknowledgment and Acceptance:

By signing below, Borrower and Grantor acknowledge receipt of the Agreement, including the Disclosure and Related Documents, and agree to the terms and provisions contained in them.

OPENTEL COMMUNICATIONS, INC., a Corporation

By: _____

Name: David Yuan

Title: President

By: _____

Name: Ying Wang

Title: Treasurer

Page: 1 Document Name: untitled

LOAN REQ: 0105

OBLIGATION SUMMARY

PAGE 0001 OF 0001

BANK: 01 AP: 1

OBGOR: 5805430236 OBGAT:

OPENTEL COMMUNI

DATE: CHG CODE:

INVOICE/ITEM:

PAGE:

SELECT: 2

ALL

(SELECT 1 FOR ACTIVE OBLNS OR 2 FOR ALL OBLNS)

OBLIGATION NUMBER	OBLN TYPE	PROC TYPE	MATURITY DATE	TAKEDOWN	OBLIGOR	OBLIGATION	(FUT) UNUSED AMOUNT	(CUR) PRIN OUTSTAND
0000000026	010	0102	12-31-99					25,000.00
0000000034	010	0102	06-30-99					
0000000042	011	0101	06-10-00					100,000.00
0000000059	061	5155	06-10-00		5805430236	0000000042		

TOTAL FUT UNUSED AMT	125,000.00
TOTAL IMT UNUSED AMT	.00
TOTAL SUB UNUSED AMT	.00
TOTAL CUR PRIN OUTSD	.00

Document Name: untitled

LOAN REQ: 0105 OBLIGATION SUMMARY PAGE 0001 OF 0001
 BANK: 01 AP: 1 OBGOR: 5805430236 OEGAT: OPENTEL COMMUNI
 DATE: CHG CODE: INVOICE/ITEM: PAGE:
 SELECT: 2 ALL (SELECT 1 FOR ACTIVE OBLNS OR 2 FOR ALL OBLNS)
 OBLIGATION OBLN PROC MATURITY ----- TAKEDOWN ----- (FUT) UNUSED AMOUNT
 NUMBER TYPE TYPE DATE OBLIGOR OBLIGATION (CUR) PRIN OUTSTAND
 0000000026 010 0102 12-31-99 25,000.00
 0000000034 010 0102 06-30-99
 0000000042 011 0101 06-10-00 100,000.00
 0000000059 061 5155 06-10-00 5805430236 0000000042
 TOTAL FUT UNUSED AMT 125,000.00
 TOTAL LMT UNUSED AMT .00
 TOTAL SUB UNUSED AMT .00
 TOTAL CUR PRIN OUTSD .00

OpenTel Communications, Inc.
Balance Sheet
July 31, 1999

ASSETS

Current Assets		
Petty Cash	\$	200.00
0224-339986 Checking Account		213,724.09
STRG Joint A/C 0314-070079		8,745.85
WFB MRA 6081-674103		1,284,275.34
CD 1011225000-000		52,441.12
CD #1029-202025-000		101,473.66
Accounts Receivable		275,350.56
Notes Receivable - D.Yuan		1,000,000.00
Prepaid Postage		992.15
		<hr/>
Total Current Assets		2,937,202.77
Property and Equipment		
Office Equipment		9,043.25
Telecom Equipment		1,324,399.64
Computers & Softwares		27,194.04
Furniture & Fixtures		2,448.85
Equipment		13,345.89
Accum Depreciation		<332,561.00>
Computer & Software- Abovetone		4,490.00
		<hr/>
Total Property and Equipment		1,048,360.67
Other Assets		
Deposits		42,800.00
Other Noncurrent Assets		10,990.00
Deposits		2,764.00
		<hr/>
Total Other Assets		56,554.00
		<hr/>
Total Assets	\$	<u><u>4,042,117.44</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	2,207,442.05
Customer Deposits		21,313.43
Telecom Tax Payable		2,400.67
		<hr/>
Total Current Liabilities		2,231,156.15
Long-Term Liabilities		
Contracts Payable- Noncurrent		310,752.43
		<hr/>
Total Long-Term Liabilities		310,752.43
		<hr/>
Total Liabilities		2,541,908.58
Capital		
Paid-in Capital		100,000.00
Retained Earnings		258,991.70
Net Income		1,141,217.16
		<hr/>
Total Capital		1,500,208.86
		<hr/>
Total Liabilities & Capital	\$	<u><u>4,042,117.44</u></u>

Unaudited - For Management Purposes Only

OpenTel Communications, Inc.
Balance Sheet
July 31, 1999

Unaudited - For Management Purposes Only

OpenTel Communications, Inc.
Income Statement
For the Seven Months Ending July 31, 1999

	Current Month		Year to Date	
Revenues				
Service Fees	0.00	0.00	0.00	0.00
Home Plan Income	0.00	0.00	0.00	0.00
Wholesale Carrier Income	414,432.92	64.36	6,374,991.97	85.36
Distributor Income	123,784.06	19.22	314,719.66	4.21
Call Card/Rechg-Check/Cash	1,598.00	0.25	5,454.70	0.07
Recharge Income-Credit Card	0.00	0.00	0.00	0.00
Calling Card Sales-Ck/Csh	0.00	0.00	0.00	0.00
Interest Income	5,723.95	0.89	56,443.85	0.76
Call Card/Sale & Rechrg C.Card	11,070.00	1.72	104,379.92	1.40
Other Income	0.00	0.00	0.00	0.00
Call Charge Income-Res/Busines	87,346.66	13.56	615,064.49	8.24
Equipment Rental Income	0.00	0.00	0.00	0.00
Finance Charge Income	0.00	0.00	0.00	0.00
Sales Returns and Allowances	0.00	0.00	<2,765.92>	<0.04>
Sales Discounts	0.00	0.00	<11.70>	0.00
Total Revenues	643,955.59	100.00	7,468,276.97	100.00 *
Cost of Sales				
Cost of Goods Sold #1	0.00	0.00	0.00	0.00
Cost of Sales-Card Printing	4,853.05	0.75	11,695.64	0.16
Cost of Sales- Consulting Fee	0.00	0.00	1,594.05	0.02
Cost of Sales - Contract Svs	0.00	0.00	64.43	0.00
Cost of Sales- Installation	0.00	0.00	0.00	0.00
Cost of Sales- Freight	0.00	0.00	0.00	0.00
Cost of Sales- Telecom Line	217,873.64	33.83	4,404,859.45	58.98
Purchase Returns and Allowance	0.00	0.00	0.00	0.00
Purchase Discounts	0.00	0.00	0.00	0.00
Cost of Sales Commission	54,785.05	8.51	690,838.62	9.25
Cost of Sales-Software Develop	52,145.50	8.10	52,145.50	0.70
Total Cost of Sales	329,657.24	51.19	5,161,197.69	69.11
Gross Profit	314,298.35	48.81	2,307,079.28	30.89
Expenses				
Conference Fees	0.00	0.00	0.00	0.00
Advertising Expense	21,357.76	3.32	134,768.89	1.80
Auto Exp./Parking & Tolls	318.00	0.05	2,355.55	0.03
Transportation	131.75	0.02	790.50	0.01
Shipping & Transportation	337.86	0.05	2,232.21	0.03
Internet Service Leased Line	1,000.00	0.16	4,791.00	0.06
Internet Service	702.50	0.11	2,957.94	0.04
Equipment Leasing Expenses	12,976.59	2.02	90,836.13	1.22
Bad Debt Expense	<474.23>	<0.07>	22,048.12	0.30
Bank Charges	1,948.81	0.30	14,019.21	0.19
Cash Over and Short	0.00	0.00	<15.28>	0.00
Charitable Contributions Exp	0.00	0.00	0.00	0.00
Depreciation Expense	0.00	0.00	0.00	0.00
Dues and Subscriptions Exp	0.00	0.00	42.71	0.00
Dental Insurance	563.01	0.09	3,788.67	0.05
Consulting Fee	0.00	0.00	0.00	0.00
Employee Benefit Programs Exp	0.00	0.00	328.00	0.00
Freight Expense	0.00	0.00	0.00	0.00
Gifts Expense	0.00	0.00	0.00	0.00
Federal Income Tax Expense	0.00	0.00	57,120.00	0.76
State Income Tax Expenses	0.00	0.00	16,040.14	0.21

For Management Purposes Only

OpenTel Communications, Inc.
Income Statement
For the Seven Months Ending July 31, 1999

	Current Month		Year to Date	
Labor/Contracting	0.00	0.00	41,893.98	0.56
Service Contracting Expense	3,768.44	0.59	33,598.66	0.45
Insurance Expense	0.00	0.00	2,497.00	0.03
Interest Expense	0.00	0.00	0.00	0.00
Legal and Professional Expense	11,652.10	1.81	30,149.39	0.40
Licenses Expense	62.00	0.01	112.00	0.00
Lodging	0.00	0.00	1,745.21	0.02
Maint. Expenses-Equipment	676.59	0.11	19,477.91	0.26
Miscellaneous Expense	0.00	0.00	0.00	0.00
Medical/Health Insurance	2,119.38	0.33	13,223.41	0.18
Meals and Entertainment Exp	943.86	0.15	4,373.94	0.06
Moving / Relocation Expense	0.00	0.00	0.00	0.00
Office/Misc Expenses	244.25	0.04	11,079.36	0.15
Printing/Copying	2,411.82	0.37	11,351.57	0.15
Telecom Taxes	1,504.10	0.23	16,015.60	0.21
Payroll Tax Expense	4,734.81	0.74	44,254.22	0.59
Conference Fees	0.00	0.00	5,245.00	0.07
Workers' Compensation Insuranc	0.00	0.00	1,442.00	0.02
Penalties and Fines Exp	0.00	0.00	0.00	0.00
Pension/Profit-Sharing Plan Ex	0.00	0.00	0.00	0.00
Postage Expense	1,183.54	0.18	8,623.77	0.12
Property Tax Expense	6,109.10	0.95	6,109.10	0.08
Rent or Lease	7,664.81	1.19	50,823.06	0.68
Maint/Repair Expenses	0.00	0.00	3,210.00	0.04
Salary & Wage Expenses	63,437.72	9.85	430,503.72	5.76
Bonus Expense	0.00	0.00	0.00	0.00
Office Supplies	1,871.00	0.29	9,313.32	0.12
Telephone Expense	4,859.07	0.75	30,464.57	0.41
International Travel	0.00	0.00	18,048.12	0.24
Domestic Travel	150.00	0.02	7,482.22	0.10
Wages Expense	0.00	0.00	0.00	0.00
Books & Magazines	0.00	0.00	272.17	0.00
Purchase Disc- Expense Items	0.00	0.00	0.00	0.00
Consulting Fee	4,000.00	0.62	4,000.00	0.05
Office Supplies	1,709.25	0.27	1,709.25	0.02
Advertising Expenses	3,650.00	0.57	3,650.00	0.05
Office/Misc Expenses	1,789.78	0.28	1,789.78	0.02
Rent (3333 Bowers #285)	1,300.00	0.20	1,300.00	0.02
Legal & Professional Exp.	0.00	0.00	0.00	0.00
Total Expenses	164,703.67	25.58	1,165,862.12	15.61
Net Income	\$ 149,594.68	23.23	\$ 1,141,217.16	15.28

For Management Purposes Only

OpenTel Communications, Inc.
Balance Sheet
December 31, 1998

ASSETS

Current Assets		
0224-339986 Checking Account	\$	1,095,978.42
WFB MRA 6081-674103		2,219,282.79
CD 1011225000-000		51,242.22
Accounts Receivable		64,221.95
Notes Receivable - D.Yuan		1,000,000.00
		<hr/>
Total Current Assets		4,430,725.38
Property and Equipment		
Office Equipment		4,200.31
Telecom Equipment		1,320,907.14
Computers & Softwares		15,997.12
Furniture & Fixtures		2,448.85
Equipment		13,345.89
Accum Depreciation		<332,561.00>
		<hr/>
Total Property and Equipment		1,024,338.31
Other Assets		
Deposits		42,800.00
Other Noncurrent Assets		10,990.00
		<hr/>
Total Other Assets		53,790.00
		<hr/>
Total Assets	\$	<u><u>5,508,853.69</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	4,251,611.88
Customer Deposits		69,605.33
Accrued Expenses		531.84
Accrued Bonus		400,000.00
Federal Income Tax Payable		94,944.00
State Income Tax Payable		22,344.00
Telecom Tax Payable		72.51
		<hr/>
Total Current Liabilities		4,839,109.56
Long-Term Liabilities		
Contracts Payable- Noncurrent		310,752.43
		<hr/>
Total Long-Term Liabilities		310,752.43
		<hr/>
Total Liabilities		5,149,861.99
Capital		
Paid-in Capital		100,000.00
Retained Earnings		90,742.77
Net Income		168,248.93
		<hr/>
Total Capital		358,991.70
		<hr/>
Total Liabilities & Capital	\$	<u><u>5,508,853.69</u></u>

Unaudited - For Management Purposes Only

OpenTel Communications, Inc.
Income Statement
For the Twelve Months Ending December 31, 1998

	Current Month		Year to Date	
Revenues				
Service Fees	0.00	0.00	0.00	0.00
Home Plan Income	0.00	0.00	1,908.32	0.01
Wholesale Carrier Income	1,362,662.05	95.24	12,945,557.68	95.22
Distributor Income	37,054.00	2.59	460,319.54	3.39
Call Card/Rechg-Check/Cash	675.86	0.05	6,764.87	0.05
Recharge Income-Credit Card	21,250.00	1.49	140,965.01	1.04
Calling Card Sales-Ck/Csh	470.00	0.03	3,295.00	0.02
Interest Income	7,661.33	0.54	35,033.78	0.26
Call Card/Rechg-Credit Card	745.00	0.05	5,875.00	0.04
Other Income	0.00	0.00	0.00	0.00
Call Charge Income-Res/Busines	1,038.95	0.07	1,038.95	0.01
Equipment Rental Income	0.00	0.00	0.00	0.00
Finance Charge Income	0.00	0.00	0.00	0.00
Shipping Charges Reimbursed	0.00	0.00	0.00	0.00
Sales Returns and Allowances	0.00	0.00	0.00	0.00
Sales Discounts	<805.00>	<0.06>	<5,656.25>	<0.04>
Total Revenues	1,430,752.19	100.00	13,595,101.90	100.00
Cost of Sales				
Cost of Goods Sold #1	0.00	0.00	0.00	0.00
Cost of Goods Sold #3	0.00	0.00	0.00	0.00
Cost of Sales-Card Printing	7,318.25	0.51	13,513.22	0.10
Cost of Sales- Consulting Fee	0.00	0.00	1,050.45	0.01
Cost of Sales - Contract Svs	0.00	0.00	0.00	0.00
Cost of Sales- Installation	0.00	0.00	0.00	0.00
Cost of Sales- Freight	0.00	0.00	0.00	0.00
Cost of Sales- Telecom Line	1,654,785.43	115.66	10,105,597.98	74.33
Purchase Returns and Allowance	0.00	0.00	0.00	0.00
Purchase Discounts	0.00	0.00	0.00	0.00
Cost of Sales Commission	233,946.29	16.35	1,555,536.44	11.44
Total Cost of Sales	1,896,049.97	132.52	11,675,698.09	85.88
Gross Profit	<465,297.78>	<32.52>	1,919,403.81	14.12
Expenses				
Conference Fees	0.00	0.00	0.00	0.00
Advertising Expense	31,248.00	2.18	34,250.48	0.25
Transportn/Parking & Tolls	414.28	0.03	2,417.20	0.02
Transportation	131.75	0.01	3,282.00	0.02
Shipping & Transportation	179.20	0.01	6,450.50	0.05
Internet Service	540.00	0.04	3,905.00	0.03
Equipment Leasing Expenses	<44,240.72>	<3.09>	35,655.20	0.26
Bad Debt Expense	0.00	0.00	0.00	0.00
Bank Charges	1,385.97	0.10	9,544.06	0.07
Cash Over and Short	0.00	0.00	0.00	0.00
Charitable Contributions Exp	0.00	0.00	0.00	0.00
Depreciation Expense	287,266.00	20.08	287,266.00	2.11
Dues and Subscriptions Exp	0.00	0.00	964.35	0.01
Dental Insurance	394.43	0.03	3,961.41	0.03
Consulting Fee	0.00	0.00	40,576.82	0.30
Employee Benefit Programs Exp	0.00	0.00	0.00	0.00
Freight Expense	0.00	0.00	0.00	0.00
Gifts Expense	200.00	0.01	200.00	0.00
Federal Income Tax Expense	101,786.00	7.11	150,150.39	1.10
State Income Tax Expenses	22,344.00	1.56	22,344.00	0.16

For Management Purposes Only

OpenTel Communications, Inc.
Income Statement
For the Twelve Months Ending December 31, 1998

	Current Month		Year to Date	
Labor/Contracting	11,020.60	0.77	48,982.60	0.36
Service Contracting Expense	3,938.23	0.28	47,377.87	0.35
Insurance Expense	0.00	0.00	2,802.00	0.02
Interest Expense	0.00	0.00	0.00	0.00
Legal and Professional Expense	610.00	0.04	6,396.68	0.05
Licenses Expense	0.00	0.00	1,055.00	0.01
Lodging	955.34	0.07	4,082.58	0.03
Maint. Expenses-Equipment	2,046.91	0.14	45,730.81	0.34
Miscellaneous Expense	0.00	0.00	0.00	0.00
Medical/Health Insurance	1,057.14	0.07	9,719.64	0.07
Meals and Entertainment Exp	2,725.48	0.19	6,653.80	0.05
Moving / Relocation Expense	0.00	0.00	2,000.00	0.01
Office/Misc Expenses	3,502.11	0.24	13,864.42	0.10
Printing/Copying	423.26	0.03	7,710.49	0.06
Telecom Taxes	0.00	0.00	0.00	0.00
Payroll Tax Expense	<64,153.06>	<4.48>	31,519.52	0.23
Conference Fees	0.00	0.00	5,585.00	0.04
Computer & Software	0.00	0.00	0.00	0.00
Penalties and Fines Exp	0.00	0.00	0.00	0.00
Pension/Profit-Sharing Plan Ex	0.00	0.00	0.00	0.00
Postage Expense	145.55	0.01	2,625.48	0.02
Property Tax Expense	0.00	0.00	4,205.64	0.03
Rent or Lease	7,125.27	0.50	88,252.75	0.65
Maint/Repair Expenses	0.00	0.00	751.74	0.01
Salaries Expense	117,807.17	8.23	326,491.13	2.40
Bonus Expense	412,441.33	28.83	412,441.33	3.03
Office Supplies	918.88	0.06	9,326.08	0.07
Telephone Expense	3,239.00	0.23	26,293.32	0.19
International Travel	922.63	0.06	23,935.29	0.18
Domestic Travel	1,038.11	0.07	17,595.84	0.13
Wages Expense	4,274.00	0.30	4,274.00	0.03
Books & Magazines	101.69	0.01	514.46	0.00
Electronic Components	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
Total Expenses	<u>911,788.55</u>	<u>63.73</u>	<u>1,751,154.88</u>	<u>12.88</u>
Net Income	\$ <u><1,377,086.33></u>	<u><96.25></u>	\$ <u>168,248.93</u>	<u>1.24</u>

For Management Purposes Only

OpenTel Communications, Inc.
Income Statement
For the Twelve Months Ending December 31, 1997

Revenues	Current Month	Year to Date
Home Plan Income	145.84	1,289.36
Wholesale Carrier Income	640,946.99	2,191,533.24
Distributor Income	21,777.00	62,183.00
Check/Cash Income	695.00	2,799.00
Credit Card Income	4,044.85	8,962.70
Interest Income	1,253.98	1,903.04
Total Revenues	<u>668,863.66</u>	<u>2,268,670.34</u>
Cost of Sales		
Cost of Goods Sold #1	0.00	87.55
Cost of Goods Sold #3	0.00	105,800.00
Cost of Sales-Card Printing	0.00	6,453.50
Cost of Sales-Freight	0.00	3,519.28
Cost of Sales-Telecom Line	462,827.52	1,426,353.78
Cost of Sales-Commission	<u>54,286.53</u>	<u>253,372.49</u>
Total Cost of Sales	<u>517,114.05</u>	<u>1,795,586.60</u>
Gross Profit	<u>151,749.61</u>	<u>473,083.74</u>
Expenses		
Depreciation Expense	45,295.00	45,295.00
Office Equipment	1,547.03	2,247.03
Conference Fees	0.00	570.00
Advertising Expense	<5,000.00>	2,819.86
Parking & Tolls	12.00	381.00
Shipping & Transportation	47.25	472.63
Internet Service	0.00	100.00
Bank Charges	497.60	1,370.80
Employee Benefits Program Exp.	11,485.00	13,000.00
Freight Expense	0.00	11.95
Interest Expense	0.00	12,216.21
Legal and Professional Exp.	1,084.63	6,486.78
License Expense	0.00	2,096.00
Maintenance Expense	8,164.29	8,270.95
Miscellaneous Expense	57.19	73.37
Meals and Entertainment Exp.	72.21	1,125.90
Office Expense	556.39	1,006.69
Printing/Copying	4.77	1,078.28
Payroll Tax Expense	14,556.08	19,513.74
Computer Expense	0.00	999.28
Rent or Lease Expense	<7,958.35>	27,041.65
Salaries Expense	110,176.64	120,870.61
Supplies Expense	470.04	1,582.22
Telephone Expense	1,427.56	3,469.41
Travel Expense Domestic	170.54	1,082.90
Book & Magazines	0.00	148.71
Bonus Expense	<u>120,000.00</u>	<u>120,000.00</u>
Total Expenses	<u>302,665.87</u>	<u>393,330.97</u>
Net Income	<u><150,916.26></u>	<u>79,752.77</u>

OpenTel Communications, Inc.
Balance Sheet
December 31, 1997

ASSETS

Current Assets		
Petty Cash	\$	402.92
0224-339986 Checking Account		473,242.77
WFB MRA 6081-674103		40,874.04
Accounts Receivable		12,011.89
Prepaid Expenses		7,000.00
Employee Advances		1,000.00
Total Current Assets		534,531.62
Property and Equipment		
Telecom Equipment		798,241.07
Equipment		13,345.89
Accumulated Depreciation		<45,295.00>
Total Property and Equipment		766,219.96
Other Assets		
Deposits		22,300.00
Total Other Assets		22,300.00
Total Assets		\$ 1,323,123.58

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable		523,691.89
Citibank Visa Card Payable		714.49
Accrued Expenses		20,041.65
Accrued Bonus		120,000.00
Wages Payable		100,000.00
FUTA Tax Payable		112.00
FICA Tax Payable		6,200.00
Medicare Employer Payable		1,450.00
SUTA Payable		476.00
Total Current Liabilities		772,686.03
Long Term Liabilities		
Contracts Payable-Noncurrent		370,684.78
Total Long Term Liabilities		370,684.78
Total Liabilities		1,143,370.81
Capital		
Paid-in-Capital		100,000.00
Net Income		79,752.77
Total Capital		179,152.77
Total Liabilities & Capital		\$ 1,323,123.58

OpenTel Communications, Inc.

Florida Public Service Commission

Telecommunications Tariff

Management Biographies

Ying Wang

OpenTel Communications, Inc. since 1997

M.S. in Electrical Engineering Stanford University

B.S. in Electrical Engineering California State University, Fresno

Director Genesol Enterprises

Responsible for business operations. Genesol Enterprises is engaged in the business of telecommunications consulting, trading and system integration.

Design engineer, Intel Corporation, U.S.A.

Design engineer, LSI Logic Corporation

David Yuan, President

OpenTel Communications, Inc. since 1997

B.S in Electrical Engineering, specializing in electronics and telecommunications.

School of Engineering, M.I.T.

B.S. in Management Science

Sloan Business School, M.I.T.

Managing Director, Genesol Enterprises

Intel Corporation, U.S.A.

Graduate Rotation Engineer, in design and marketing

Microprocessor Performance manager

Title Sheet

OPENTEL COMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by OpenTel Communications, Inc. hereinafter in the text of this tariff referred to as "OpenTel or the company" with principal offices at 3333 Bowers Ave, Suite 130, Santa Clara, CA 95054 This tariff applies to services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Check Sheet

Sheets 1 through 22 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<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
22	Original
23	Original

Issued:

Effective:

Issued by:

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OpenTel Communications, Inc.
3333 Bowers Ave., Suite 130
Santa Clara, CA 95054

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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 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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TARIFF FORMAT SHEETS

- 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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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TARIFF FORMAT SHEETS (continued)

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

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Section 1 - Technical Terms and Abbreviations

Access Line - An arrangement which connects the Customer's location to an OpenTel Communications, Inc.

Authorization Code - A numerical code available to a Customer to access the carrier, and which is used by the carrier to prevent unauthorized access to its facilities and for billing purposes.

Company or Carrier - OpenTel Communications, Inc., "OpenTel" or "Company".

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

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

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - OpenTel recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

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

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Section 2 - Rules and Regulations

2.0 Undertaking of OpenTel Communications, Inc.

Compass services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this Tariff.

Opentel installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the OpenTel network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty~four hours per day, seven days per week.

2.1 Applications of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate one plus long distance service.

2.1.2 The rates and regulations contained in this tariff apply only to the interexchange telecommunications services furnished by OpenTel 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 OpenTel Communications, Inc.

2.1.3 The services of Compass are furnished to both business and residential Customers.

2.1.4 The Company may require a Customer to sign an application form and establish creditworthiness as a condition precedent to the initial establishment of service.

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Section 2 - Rules and Regulations (continued)

2.1 Applications of Tariff (continued)

2.1.5 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain service under this tariff, provided that the Company reserves the right to deny service: (a) to any Customer that, in the Company's discretion, presents an undue risk of nonpayment and refuses to comply with this tariff; (b) in circumstances where the Company has reason to believe that the use of such service would violate the provisions of this tariff, or if any applicable law or regulation restricts or prohibits provision of the service; or (c) if insufficient facilities are available to provide the service.

2.2 Use of Services

2.2.1 OpenTel services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of OpenTel services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 OpenTel services are available for use twenty-four hours per day, seven days per week.

2.2.4 OpenTel does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

2.3 Limitations

2.3.1 Service is offered subject to the availability of facilities and the provisions of this tariff.

2.3.2 OpenTel reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when the Customer is using service in violation of the law or the provisions of this tariff.

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Section 2 - Rules and Regulations (continued)

2.3 Limitations (continued)

2.3.3 All facilities provided under this tariff are directly controlled by OpenTel and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.3.4 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 for service.

2.4 Liability of OpenTel Telecommunications, Incorporated

2.4.1 The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or any other person including any traffic aggregator, for damages associated in any way with the installation, provision, termination, maintenance, repair, restoration or use of services governed by this tariff, including any and all equipment and facilities incidental to or associated with such services, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this tariff to the period during which services were affected. This liability for damages shall be in addition to provisions of this tariff, if any, as a credit allowance. However, any mistakes, omissions, interruptions, delays, errors, or defects associated in any way with the installation, provision, termination, maintenance, repair, restoration or use of services, which are caused by or contributed to by the negligence or willful act of the Customer, or which arise from facilities or equipment used by the Customer, shall not result in the imposition of any liability whatsoever upon the Company.

2.4.2 The Company is not liable for any damages caused in whole or in part by, or associated with, any service (including but not limited to channels, maintenance, repair, restoration, or local exchange services) or equipment which it did not furnish. The Company is not liable for the quality of service provided by any local exchange carrier.

2.4.3 The Company disclaims any express or implied warranties with respect to its services or equipment including without limitation, any implied warranties of merchantability and fitness for a particular purpose.

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Section 2 - Rules and Regulations (continued)

2.4 Liability of OpenTel Telecommunications, Incorporated. (continued)

- 2.4.4 In the event the Company is subjected to any liability or damages for its acts or omissions, other than willful misconduct, notwithstanding the provisions of the two preceding sections, the Company shall be indemnified, defended and held harmless by the Customer or traffic aggregator against all claims, losses, or damages arising in whole or in part from, or in any way associated with, the installation, provision, termination, maintenance, repair, restoration or use of services governed by this tariff, including any and all equipment and facilities incidental to or associated with such services. In addition, the Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement or copyright in connection with the material transmitted over the Company's facilities; and any other claim relating to the use of the Company's facilities.
- 2.4.5 The Company's failure to provide, maintain or restore service under this tariff shall be excused by labor difficulties, governmental orders, civil disturbances, acts of God, fire, flood and other catastrophes and other circumstances beyond the Company's reasonable control, subject to the Credit Allowances in this tariff, if any, applicable to interruption in service.

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Section 2 - Rules and Regulations (continued)

2.5 Interruption of Service

- 2.5.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.4 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, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities. The Company's service and facilities are provided on a monthly basis, unless ordered on a longer basis and are provided 24 hours per day, 7 days per week.
- 2.5.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.5.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.5.4 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

$$\text{Credit Formula: Credit} = \frac{A \times B}{720}$$

"A" - outage time in hours.

"B" - total monthly charge for affected facility.

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Section 2 - Rules and Regulations (continued)

2.6 **Restoration of Service**

The use and restoration of service 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's Rules and Regulations, which specifies the priority system for such activities.

2.7 **Returned Checks**

If the 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, a closed account, apparent tampering, a missing signature or endorsement, or for any other reason, the Company shall apply a service charge of \$10.00.

The charge shall be applied to Customer's monthly billing in addition to any other charges which may apply under this tariff. Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.

2.8 **Deposits**

The Company does not require a deposit from the Customer.

2.9 **Taxes**

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

2.10 **Advanced Payments**

For customers whom the Company feels an advanced payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) months 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.

Section 2 - Rules and Regulations (continued)

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2.11 **Billing Entity Conditions**

When billing functions on behalf of Compass are performed by local exchange telephone companies or others, the payment conditions and regulations of such companies may apply, including any applicable interest and/or late payment charge conditions, provided these conditions fall within the guidelines set forth by the Rules and Regulations of the Florida Public Service Commission.

- 2.11.1 OpenTel will bill Customers based upon their usage. Service begins on the date that billing becomes effective and is provided on the basis of minimum period of one month, twenty-four (24) hours a day. For the purposes of this tariff, a month is considered to have thirty (30) days.
- 2.11.2 This billing will be transmitted to the Customer monthly. Payment will be due within 30 days of the date on which the bill is mailed. In the event the Customer fails to remit payment when due, the Customer shall be liable for an additional fee of 1.5% of any unpaid charges due for more than 30 days.
- 2.11.3 In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges due the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.11.4 Disputes with respect to charges must be presented to the Company in writing within three months from the date the invoice is rendered. After that date, and absent such written notice to the Company of a dispute, such invoice will be deemed to be correct and binding on the Customer.

Section 2 - Rules and Regulations (continued)

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2.12 **Termination of Service**

The Company shall have the right to terminate service on the grounds of late payment for invoices past thirty (30) days of due date. Customer will receive an eight (8) day written notice of cancellation after the 30th day following the invoice date.

2.13 **Responsibilities of the Customer**

The Customer is responsible for providing OpenTel with current and ongoing accurate information as related to OpenTel's service. The Customer is responsible to pay any and all charges by OpenTel according to any agreement between OpenTel and the Customer. The Customer must advise Compass of cancellation of service or any penalties applied according to any agreement between Compass and the Customer. The Customer is responsible for any damage that occurs to OpenTel's equipment or service that is deemed to be caused by CPE or Customer neglect. If applicable, the Customer must notify OpenTel 24 hours in advance of any scheduled repair or maintenance at OpenTel Communications..

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Section 2 - Rules and Regulations (continued)

2.15 Other Terms and Conditions

- 2.15.1 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a service, that entity's charges may, at the Company's option, be passed through to the Customer also.
- 2.15.2 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this tariff, the Company shall be entitled to recover in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs for investigation and other related expenses incurred in connection therewith.
- 2.15.3 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition therein. Each of the provisions set forth herein shall remain at all times in full force and effect until modified in writing until filed and approved by the Florida Public Service Commission.

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Section 3 - Description of Service

3.1 Availability of Service

Carrier offers interexchange telecommunications service to certified resellers of telecommunications services within its Service Area who desire to be Customers, subject to the terms and conditions of a Service Agreement and this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.2 Timing of Calls

- 3.2.1 Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.
- 3.2.2 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry-accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.
- 3.2.3 The initial period (minimum call duration) for billing purposes, for all services provided under this tariff is one minute.
- 3.2.4 Unless otherwise specified in this tariff for billing purposes, usage is measured and rounded to the next higher one minute increment after the initial period.
- 3.2.5 If Customer believes it has been incorrectly billed for a call, Carrier shall, upon notification, investigate the circumstances and issue a credit as appropriate.
- 3.2.6 The amount of any credit issued to Customer by Carrier shall not exceed the calculated usage charges for a call with duration equal to the lesser of the three (3) minutes or the actual duration of the call being credited.

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Section 3 - Description of Service (Continued)

3.3 **Service Offerings**

Applicable rate schedules for the following services are provided in Section 4.4

3.3.1 **OpenTel Switched Dial 1+Service Residential and Commercial**

Dial Access 1+Service is a not time-of-day based, non distance sensitive outbound Switched long distance service. This service utilizes Feature Group D access.

3.3.2 **OpenTel Switched Termination 800 Service Residential and Commercial**

Switched Termination 800 Service is a not time-of-day based switched inbound long distance service. This service terminates calls over the local telephone lines of its End Users, and calls are toll-free to the calling party.

3.3.3 **Travel Card Service**

Travel Card Service is not time-of-day based, non-distance sensitive long distance service. This service allows Customers or its End Users to place long distance calls from locations other than their primary service location through the use of 800 number network access and an Authorization Code.

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Section 3 - Description of Service (Continued)

3.4 **Dedicated Access Lines**

Dedicated Access Lines may be required to connect Customer or End User Locations to Carrier's POP. Such dedicated Access Lines, when required, shall be the sole responsibility of customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer or its Ends Users, and shall invoice Customer for all related recurring and non-recurring charges.

3.5 **Calculation of Distance**

The company offers no classes of service which are distance sensitive.

3.6 **Minimum Call Completion Rate**

A customer can expect a call completion rate [expressed as a percentage] (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all FG D services (1+ dialing).

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Issued by:

David Yuan, President
OpenTel Communications, Inc.
3333 Bowers Ave., Suite 130
Santa Clara, CA 95054

Section 4 - Rates and Charges

4.1 **General**

4.1.1 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of one (1) minute with an initial period (minimum billing period) of one (1) minute. Following the initial period, all charges are rounded to the next higher one (1) minute increment for billing purposes.

4.1.2 Other than the charges indicated in Section 4.4 and Section 4.5, there are no installation charges or monthly recurring charges for Service.

4.2 **Minimum Customer Usage Commitment**

Basic Service rates shall be based upon no Minimum Customer Usage Commitment made by Customer and listed in the Service Agreement.

4.3 **Availability of Non-Day Rates**

OpenTel's rates are non time of day usage sensitive and there is no day and non-day rate

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Section 4 - Rates and Charges (Continued)

Basic Service Rates

4.4.1 **Dial Access 1+ Service Residential and Commercial**

Not Mileage or Distance Sensitive Charge (Rate Per Minute):

Rate first minute	\$0.099
Rate additional minutes	\$0.099

4.4.2 **Switched Termination 800 Service Residential and Commercial**

Not Mileage or Distance Sensitive Charge (Rate Per Minute):

Rate first minute	\$0.120
Rate additional	\$0.120

Non-Usage Sensitive Charges:
Per Director Listed 800 Number Per Month \$15.00

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Section 4 - Rates and Charges (Continued)

4.4.3 Travel Card Service

Not Mileage or Distance Sensitive Charge (Rate Per Minute):

4.4.3.1 Travel Card Plan A

Rate first 3 minutes \$0.570

Rate additional three minutes \$0.570

Non-Usage Sensitive Charge

Charge Per Call \$2.00

Monthly fee \$0.990

Payphone surcharge \$0.490

4.4.3.2 Travel Card Plan B

Rate first minute \$0.190

Rate additional minutes \$0.190

Non-Usage Sensitive Charge

Charge Per Call \$2.00

Monthly fee

\$0.990

Payphone surcharge \$0.490

4.5 Other Service Charges

4.5.1 Returned Check
Returned Check Charge (Per Check): \$10.00

4.5.2 Directory Assistance
Charge Per Directory Assistance Call: \$0.75

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Section 4 - Rates and Charges (Continued)

4.6 **Employee Concessions**

No employee concession Are offered under this tariff

4.7 **Special Promotions**

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

4.8 **Special Rates For The Handicapped**

4.8.1. **Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle."

4.8.2. **Hearing and Speech Impaired Persons**

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

4.8.3. **Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 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 otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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3333 Bowers Ave., Suite 130
Santa Clara, CA 95054

AMREGTM
American Regulatory Services Corp.

6635 West Commercial Boulevard • Suite 220
Ft. Lauderdale, Florida 33319-2100

August 23, 1999

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0866

991225-TL

Re: OpenTel Communications, Inc.

DEPOSIT DATE
D191 AUG 26 1999

Dear Sir or Madam:

On behalf of our client OpenTel Communications, Inc. and attached hereto please find an original and six (6) copies of an Application and Tariff to Provide Interexchange Telecommunications Services in the State of Florida.

Also enclosed is check in the amount of \$250.00 for the required filing fee.

Please direct questions, comments, notices or correspondence regarding the above referenced filing to:

Michael Koslen, Director of Regulatory Affairs
American Regulatory Services Corp.
6635 West Commercial Blvd, Suite 220
Ft. Lauderdale, Florida 33319
(954) 718-0056

For purposes of...

OPENTEL COMMUNICATIONS, INC.
3333 BOWERS AVENUE SUITE 130
SANTA CLARA, CA 95054

WELLS FARGO BANK
SUNNYVALE, CA 94086
91-119/1221(1)

2997

2997
CHECK NO.

Aug 13, 1999 *****\$250.00
DATE AMOUNT

Memo:

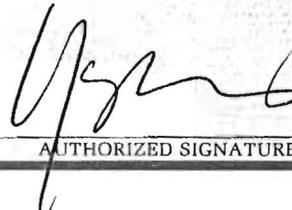
Two Hundred Fifty and 0/100 Dollars

PAY
TO THE
ORDER
OF:

Florida Public Service Commiss
2420 Shumard Oak Blvd.
Div. of Admin. / Gunter Bldg.
Tallahassee, FL 32399-0850

DOCUMENT NUMBER-DATE

10247 AUG 26 01



AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.