

D719-4

MAR 03 1998

In re:)
)
Application of QUICK-TEL COMMUNICATIONS,)
INCORPORATED For a Certificate of Public)
Convenience and Necessity to Operate as a Reseller)
Of Interexchange Telecommunications Services in)
State of Florida)

DOCKET NO. 980322TI

APPLICATION OF QUICK-TEL COMMUNICATIONS, INC. FOR
AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICE

Quick-Tel Communications, Inc. ("Quick-Tel" or "Applicant") hereby requests a Certificate of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida. In support of this application, the following is shown:

1. **This is an application for:**

Original authority submitted by Quick-Tel Communications, Inc.

Any correspondence regarding this Application should be directed to applicant.

2. **The name of Applicant is:**

Quick-Tel Communications, Inc.

3. **The name under which the applicant will do business is:**

Quick-Tel Communications, Inc.

4. **Not applicable.**

5. **A. The National mailing address and phone number of Applicant is:**

Quick-Tel Communications, Inc.
456 West Rock Island
P.O. Box 196
Boyd, TX 76023
(940) 433-5530

B. Not applicable. Quick-Tel will have no offices in Florida.

6. **Structure of organization:**

Quick-Tel Communications, Inc. is a Foreign Corporation.

DOCUMENT NUMBER-DATE
02810 MAR-3 1998
FPSC-RECORDS/REPORTING

7. **Legal entities:**

Shirley Moran, President
456 West Rock Island
Boyd, TX 76023

Craig Bolin, Vice President
105 N. Wickham
Alvord, TX 76225

8. **Not applicable.**

9. Quick-Tel Communications is pending authority to operate in Florida.

10. **The ongoing and responsible liaison for this application is:**

Karen Adams, Consulting Liaison
Max-Tel Communications, Inc.
105 N. Wickham
Alvord, TX 76225

Phone: (940) 427-2149
Fax : (940) 427-2108

11. Quick-Tel is currently not authorized to operate in any states:

Quick-Tel has filed for authority in the following states:

Texas, Kentucky, Arizona, Georgia, and California

12. Quick-Tel Communications, Inc. has never been denied authority in any state.

13. Quick-Tel Communications, Inc. has never had any penalties imposed against them.

14. **The contact for all end-users inquiries and Commission complaints is:**

Shirly Moran
456 West Rock Island
P.O. Box 196
Boyd, TX 76023
(940) 433-5530

15. The complete price list in accordance with Commission Rule 25-24.825 is attached as Exhibit A.

16. **A. Financial Qualification:**

Attached, as Exhibit B is a copy of Applicant's financial statement, which demonstrates that Applicant has the financial ability to provide and maintain the services which it proposes to offer.

B. Managerial capability:

Attached as Exhibit C is a copy of Applicant's managerial capabilities which demonstrates abilities to provide managerial support for the services which it proposes.

C. Technical capability:

Attached, as Exhibit D is a copy of Applicant's ability to provide access to 911 emergency services which are equivalent to that provided by the local exchange companies in the areas to be served.

EXHIBIT "A"
FLORIDA PRICE LIST

FLORIDA TELECOMMUNICATIONS PRICE LIST

Quick-Tel Communications, Inc.

P.O. Box 196
456 West Rock Island
Boyd, TX. 76023

This price list contains the descriptions, regulations, and rates applicable to the resale local telecommunications services offered by Quick-Tel Communications, Inc., (Quick-Tel) within the State of Florida. The Company has principal offices at 456 West Rock Island, Boyd, TX 76023, and telephone number (817)433-5530. This price list is on file with the Florida Corporation Commission ("Commission"). Copies may be inspected during business hours at the Company's principal place of business.

Issued:

By: Shirley Moran
President
Quick-Tel Communications, Inc.
456 West Rock Island
Boyd, TX 76023

Effective:

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

Official: Shirley Moran 2-12-98
Signature Date
Title: President (800) 583-9782
Quick-Tel Communications, Inc. (940) 433-5530
Telephone Number
Address: 456 West Rock Island
P.O. Box 196
Boyd, TX 76023

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CHECK SHEET

Sheets 1 through 15 inclusive of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets are named below and comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

| <u>SHEET</u> | <u>REVISION</u> | <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|--------------|-----------------|
| 1 | Original | 9 | Original |
| 2 | Original | 10 | Original |
| 3 | Original | 11 | Original |
| 4 | Original | 12 | Original |
| 5 | Original | 13 | Original |
| 6 | Original | 14 | Original |
| 7 | Original | 15 | Original |
| 8 | Original | | |

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EXPLANATION OF SYMBOLS

(Reserved)

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PRICE LIST 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 price list. 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. Because of various suspension periods, deferrals, etc., the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine (9) levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.A
 - 2.1.A.(1).
 - 2.1.A.(1).a.
 - 2.1.A.(1).a.1.
 - 2.1.A.(1).a.1.(A).
 - 2.1.A.(1).a.1.(A).i
 - 2.1.A.(1).a.1.(A).i.(a).
- D. Check Sheets – When a price list filing is made with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the sheet contained in the price list, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Billed Party – The person or entity responsible for payment of the Company's service. The Billed Party is the Customer in whose name service is registered with the Company.

Called Station – The terminating point of a call.

Calling Station – The originating point of a call.

Carrier – The facilities-based telecommunications provider whose services are being resold to the Customer by the Company.

Commission – The Florida Corporation Commission.

Company – Quick-Tel Communications, Inc.

Customer – The people who order or use service and is responsible for payment of charges and compliance with price list regulations.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.

User – A Customer, or any person or entity which makes use of services provided to a Customer under this price list.

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SECTION 2 - RULES AND REGULATIONS**2.1 APPLICATION OF PRICE LIST**

- 2.1.A This price list contains the rates applicable to local exchange resale telecommunications services offered by Quick-Tel Communications, Inc., within the State of Florida. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.B The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this price list are conditioned upon the continued availability of the various services provided to the Company by its underlying carriers.
- 2.1.C The rates and regulations contained in this price list apply only to services provided through Company's contracted Carrier, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2 UNDERTAKING OF QUICK-TEL COMMUNICATIONS, INC.

- 2.2.A. The Company undertakes to provide telecommunications services to Customers for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this price list.
- 2.2.B. All service is subject to the availability of necessary and suitable facilities and to the provisions of this price list. The company or its designee 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement, and shall pay for such service arrangement in advance.
- 2.2.C. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.D The Company shall not be responsible for any construction, installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to furnishing of services under this price list and to the maintenance and operation of such services in the proper manner.

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- 2.2.E. The Company assumes no liability with respect to the construction, operation, or maintenance of Customer-provided station equipment at the Customer's premises, excepting such liability directly due to negligence of Company's employees or agents.
- 2.2.F. The Carrier may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this price list are being complied with in the installation, operation, and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Carrier-owned facilities. The Carrier may temporarily suspend services, without liability to Company or Carrier, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- 2.2.G. The company may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.

2.3 LIMITATIONS

- 2.3.A. The Company does not undertake to transmit messages, but mediates the use of its Carriers' facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.B. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.C. Company reserves the right to disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this price list or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including the rules, regulations, and policies of the Federal Communications Commission.

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2.4 USE

- 2.4.A. The Customer consistent with the provisions of this price list may use services for the lawful transmission of communications.
- 2.4.B. Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might be 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.
- 2.4.C. The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.
- 2.4.D. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.4.E. Provided that they have obtained any and all required regulatory approvals, Customers of service provided under this price list may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this price list upon written consent of Company. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

2.5. LIABILITIES OF THE COMPANY

- 2.5.A. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action, or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.
- 2.5.B. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. The Company shall not be liable for any damages or losses due to the failure of Customer-provided equipment, facilities, or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No

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agents or employees of connecting, concurring, or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

- 2.5.C. Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment, wiring, or services provided by Company or Carrier where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.
- 2.5.D. The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credit, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.
- 2.5.E. In addition to and not in limitation of all other provisions in this paragraph 2.5 with respect to Customer indemnification of the Company, Company shall be indemnified and held harmless by the Customer against:
- (1). Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Company's services.
 - (2). Claims for patent infringement arising from combining or connecting Carrier's facilities with apparatus and systems of the Customer; and
 - (3). All other claims arising out of any act or omission of the Customer in connection with any service provided by company.
- 2.5.F. The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, or the basis of any claim for

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damages, within a reasonable period of time after the 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 demands. If notice of a dispute concerning the charges is not received, in writing, within a reasonable period of time after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer

2.6. OBLIGATIONS OF THE CUSTOMER

- 2.6.A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.6.B. The Customer shall be responsible for providing Carrier personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Carrier.
- 2.6.C. The Customer will be liable for damages to the facilities of the Carrier caused by negligence or willful acts of any officers, employees, agents, or contractors of the Customer.
- 2.6.D. The Customer is responsible for pre-payment of all charges for services to be rendered by the Company. Customer may authorize others to use the services provided by the Company, but Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge. Customer is responsible for notifying the Company immediately of any unauthorized use or service.

2.7. INTERRUPTION OF SERVICE

For the interruption of service which lasts more than two hours in continuous duration, and which is not due to Company's testing or adjusting, to the negligent or willful acts of the Customer, or to the failure of channels and/or equipment provided by the Customer, the Customer is eligible for a service credit. It shall be the obligation of the Customer to notify Company of any interruptions of service for which a credit allowance is desired. Before notifying Company of any service interruption, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer, not within the Customer's control, and/or is not in the wiring or equipment, if any, furnished by the Customer and connected to the facilities of the Company. For purposes of calculating the service credit under this provision, every month shall be considered to have seven hundred

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twenty (720) hours, and the applicable credit shall be calculated according to the following formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours

B = total monthly charge for affected facility

2.8. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specify the priority system for such activities.

2.9. PAYMENTS AND BILLING

- 2.9.A. Service is provided on a monthly basis and billed in advance. The minimum service period is one month, except for Customer's second invoice, which shall be pro-rated for the portion of the month in which service was initiated that Customer received services, calculated according to the following formula:

$$\text{Second Invoice Amount} = A \times B/C$$

A = number of days of service received by customer

B = flat monthly charge for services

C = number of days in calendar month in which service was initiated

- 2.9.B. The Customer is responsible for the payment of all charges for services furnished by the Company. Usage charges are based on a calendar month and are billed in advance on the 15th of the previous calendar month.
- 2.9.C. Bills are due and payable upon the first of the month after issuance.
- 2.9.D. Bills are payable only by cashier's check, money order, or electronic funds transfer.
- 2.9.E. Company may appoint an agent to provide billing and collection service.
- 2.9.F. Customer questions, complaints, and disputes regarding billing or service provided by the Company may be referred to Quick-Tel's customer service department in writing at 456 West Rock Island, PO Box 196, Boyd, TX 76023, by facsimile at 1-940-427-2108, or by telephone at 1-940-433-5530.

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2.10 CANCELLATION BY CUSTOMER

2.10.A. The minimum service period after initiation of service is one calendar month. Customers may cancel by providing written or verbal notice during the last calendar month of service. The Customer shall remain liable for any charges incurred prior to the time that such cancellation becomes effective.

2.11 CANCELLATION BY COMPANY

2.11.A. Service may be discontinued or temporarily suspended by the Company, without notice to the customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk. Charges for reconnection of blocked or suspended service are included in Section 4.

2.11.B. Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

- (1). Upon seven (7) days' written notice, for nonpayment of any sum due the company on the first of the calendar month;
- (2). For violation of any of the provisions of this price list or any applicable service contract;
- (3). For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services;
- (4). By reason of any order or decision of a court, public service commission, or federal regulatory body or other governing authority prohibiting the Company from furnishing its services;
or
- (5). In the event that the Company's underlying Carrier(s) no longer provide the Company with services necessary for the Company to provide the services offered herein.

2.12. INTERCONNECTION

2.12.A. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company or Carrier. Any special interface of equipment or facilities

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necessary to achieve computability between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

- 2.12.B. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 SERVICES OFFERED

- 3.1.A. Quick-Tel offers local exchange inbound and outbound service to residential customers.
- 3.1.B. Quick-Tel offers pre-paid calling cards for long-distance and tolls service access.
- 3.1.C. Quick-Tel offers call forwarding, call waiting, caller ID, and other custom features available at a flat rate as available through Carrier.

3.2. MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed per number of calls attempted) of at least 99% during peak use periods.

SECTION 4 - RATES AND CHARGES

4.1. BASIC MONTHLY SERVICE

Basic monthly exchange service shall be charged by calendar month at a rate of \$49.99.

4.2. CUSTOM CALLING OPTIONS

- 4.2.A. Caller ID shall be available for a \$10 initiation fee and a flat rate of \$12 per month. Call waiting will be available at a flat rate of \$8 per month.
- 4.2.B. Other custom calling options such as call forwarding and three-way call, shall be available for \$5 per month, per service (as available from

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Carrier). A service package including all custom calling options except Caller ID shall be available for \$20 per month.

4.3. INITIATION FEE

Quick-Tel shall charge a flat fee of \$50 for initiation of services.

4.4. PROMOTIONS

The Company may, from time to time, engage in special promotional offerings or trial service offerings limited to certain dates, times, and/or locations in order to attract new Customers or increase usage by existing Customers. In such cases, the Company will notify the Commission in writing prior to initiating the promotion.

4.5. DEPOSITS

Quick-Tel does not require deposits from Customers.

4.6. TAXES

All state and local taxes (i.e. gross receipt tax, sales tax, and municipal utility tax) are included in quoted rates.

4.7. RECONNECTION OF BLOCKED, SUSPENDED, OR TERMINATED SERVICE

In the event that service to a Customer is blocked, suspended, or terminated pursuant to the provisions of this price list, there will be a charge of \$25 to restore service.

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EXHIBIT "B"

APPLICANT'S FINANCIAL QUALIFICATIONS



CONTINENTAL STATE BANK
ESTABLISHED 1909

November 28, 1997

Re: James O. Moran
Shirley Moran
Route 1 Box 51
Newark, Texas 76071

To whom it may concern:

This is intended to and does hereby serve as our letter of reference for JAMES O. MORAN AND SHIRLEY MORAN. The Moran's have been customers of Continental State Bank for over 11 years. They have had several loans including Personal loans, automobile financing, and Mortgage loans. They have paid all loans as agreed.

Also, the Moran's currently have a checking account and savings account with us, which have been handled in a very satisfactory manner.

Mr. & Mrs. Moran are valued customers of Continental State Bank, and I would not hesitate to assist them in any of their financial requests for future endeavors.

If you have any questions or need any further information please feel free to contact me at (817) 636-2226.

Sincerely,

Tamme Byers
Vice President

/tlb

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| B LIFE INSURANCE (List only those Policies if you own) | | | | | | |
|--|----------------|----------------------|--------------------------------|--|---------------------|----|
| COMPANY | Face Of Policy | Cash Surrender Value | Policy Loan From Insurance Co. | Other Loans From Policy As Beneficiary | PRIMARY BENEFICIARY | |
| LINCOLN BENEFIT | 50000 | NONE | | | WIFE | |
| " | 50000 | NONE | | | HUSBAND | |
| See Attached Itemization | | | TOTALS | \$ | \$ | \$ |

| C SECURITIES OWNED (Including U.S. Gov't Bonds and all other Stocks and Bonds) | | | | | | | |
|--|--|-------------------|--------|------------------------------|-------------------------------|--|---|
| Face Value - Bonds No. Of Shares - Stocks | DESCRIPTION Indicate Plans Not Reported in Your Name | Type of Ownership | COST | Market Value U.S. Gov. Bonds | Market Value Marketable Secs. | MARKET VALUE Not Reportable Marketable | Amount Pledged To Financial Institution |
| | | | | | | | |
| See Attached Itemization | | | TOTALS | \$ | \$ | \$ | \$ |

| D NOTES AND ACCOUNTS RECEIVABLE (Money Payable or Owed to You Individually Indicate % of your Ownership Interest) | | | | | | | |
|---|---|----------|-----------------|------------------------------|--------------------------|---------------------------------|-------------------|
| MAKER/DEBTOR | % | When Due | Original Amount | Balance Due Current Accounts | Balance Due Over 90 Days | Est. Due Items Bill and Finance | Security (If Any) |
| | | | \$ | \$ | \$ | \$ | |
| See Attached Itemization | | | TOTALS | \$ | \$ | \$ | |

| E REAL ESTATE OWNED (Indicate % of your Ownership Interest) | | | | | | | |
|---|-----|--------------------------|---------------|---------------|------------------------------|-----------------------|------------------------------|
| TITLE IN NAME OF | % | Description and Location | Year Acquired | Original Cost | Present Value of Real Estate | Amount of Inv. Cont'd | MORTGAGE OR CONTRACT PAYABLE |
| JAMES & SHIRLEY | 1/2 | HOME NEWARK | 1988 | 65000 | 125000 | 160000 | 17000 335 3-05 |
| JAMES & SHIRLEY | 1/2 | HOME NEWARK | 1968 | 3000 | 75000 | 40000 | |
| See Attached Itemization | | | TOTAL | \$200000 | | TOTAL | \$17000 |

| F MORTGAGES AND CONTRACTS OWNED (Indicate % of your Ownership Interest) | | | | | | | | |
|---|------|---|--------------------|------------------|---------------|---------|----------|-------------|
| Cont. | Mtg. | % | MAKER Name Address | PROPERTY COVERED | Starting Date | Payment | Maturity | Balance Due |
| | | | | | | \$ | | |
| See Attached Itemization | | | TOTALS | \$ | | | | |

| G PERSONAL PROPERTY (Indicate % of your Ownership Interest) | | | | | | |
|---|-----|-----------------|-----------------|-------------|------------------|------------|
| DESCRIPTION | % | Date When Acq'd | Cost When Acq'd | Value Today | LOAN ON PROPERTY | |
| 95 BUICK PARK AVENUE | 1/2 | 1995 | 27000 | 20000 | 18000 | Prime Bank |
| 82 DODGE PICKUP | 1/2 | 1987 | 14000 | 2500 | | |
| See Attached Itemization | | | TOTALS | \$2500 | | |

| H1 NOTES | | | | ACCOUNTS AND BILLS AND CONTRACTS PAYABLE | | | |
|--------------------------|----------------------|----------|-------------------------------|--|--------------------|-------------------|-----------------------------|
| PAYABLE TO | Other Charges to Add | When Due | Notes Due To Real and Finance | Notes Due "Others" (Not Reportable) | Accounts and Bills | Contracts Payable | COLLATERAL (If Any) Payable |
| | | | | | | | |
| See Attached Itemization | | | TOTALS | | | | |

This information and the information provided on all accompanying financial statements and schedules is provided for the purpose of obtaining credit for the Applicant(s) or for the purpose of Applicant(s) guaranteeing credit for others. Applicant(s) acknowledge that representations made in this Statement will be relied on by Creditor in its decision to grant such credit. This Statement is true and correct in every detail and accurately represents the financial condition of the applicant(s) on the date given below. You are authorized to make all inquiries you deem necessary to verify the accuracy of the information contained herein and to determine the creditworthiness of the undersigned. Applicant(s) will promptly notify Creditor of any subsequent changes which would affect the accuracy of this Statement. Creditor is further authorized to answer any questions about Creditors credit experience with Applicant(s). Applicant(s) are aware that any knowing or willful false statements regarding the value of the above property for purposes of influencing the actions of Creditor can be a violation of federal law 18 U.S.C. sec. 1014 and may result in a fine or imprisonment or both.

By signing below, each representative of the Applicant declares that he/she has read and understands the statements above.

Date Signed 11-26-97

Signature [Signature]

Signature Shirley J. Moran
(Other Person if Applicable)



Continental State Bank

P. O. Box 508
Boyd, Texas 76023

010 01 01

817-433-2000
940-433-2000 (Effective 8-25-97)

JAMES O MORAN
SHIRLEY MORAN
RR 1 BOX 51
NEWARK TX 76071-9770

11
4
28

CONTINENTAL CLUB
ACCOUNT: [REDACTED]

09/12/97 THRU 10/10/97
DOCUMENT COUNT: 32
PAGE 1

"BULLETIN"

OUR NEW CLASSPLUS ACCOUNT PAYS 5.00% APY* ON ALL BALANCES.
(APY-ANNUAL PERCENTAGE YIELD, SUBJECT TO CHANGE WITHOUT NOTICE;
\$10,000.00 MINIMUM BALANCE TO AVOID SERVICE CHARGE OF \$15.00.)

CONTINENTAL CLUB ACCOUNT [REDACTED]

| | | | |
|-----------------|----------|-------------------------|----------|
| MINIMUM BALANCE | 3,340.64 | LAST STATEMENT 09/11/97 | 3,679.67 |
| | | 5 CREDITS | 2,606.58 |
| | | 29 DEBITS | 2,567.39 |
| | | THIS STATEMENT 10/10/97 | 3,718.86 |

DEPOSITS

| REF # | DATE | AMOUNT | REF # | DATE | AMOUNT | REF # | DATE | AMOUNT |
|-------|-------|--------|-------|-------|----------|-------|------|--------|
| | 09/12 | 495.10 | | 09/29 | 495.10 | | | |
| | 09/19 | 574.07 | | 10/03 | 1,034.01 | | | |

OTHER CREDITS

| DESCRIPTION | DATE | AMOUNT |
|-------------|-------|--------|
| INTEREST | 10/10 | 8.30 |

CHECKS

| CHECK # | DATE | AMOUNT | CHECK # | DATE | AMOUNT | CHECK # | DATE | AMOUNT |
|---------|-------|--------|---------|-------|--------|---------|-------|--------|
| 5302 | 09/12 | 16.06 | 5315 | 09/24 | 502.94 | 5325* | 10/02 | 78.71 |
| 5303 | 09/15 | 20.79 | 5316 | 09/24 | 103.34 | 5328 | 10/07 | 54.40 |
| 5304 | 09/22 | 46.28 | 5317 | 09/24 | 43.06 | 5329 | 10/08 | 628.63 |
| 5305 | 09/23 | 250.00 | 5318 | 09/24 | 114.20 | 5330 | 10/08 | 7.31 |
| 5306 | 09/18 | 42.50 | 5319 | 09/23 | 37.71 | 5331* | 10/10 | 63.50 |
| 5307 | 09/22 | 10.95 | 5320 | 09/23 | 29.96 | 5334 | 10/08 | 10.00 |
| 5308* | 09/16 | 14.32 | 5321 | 09/25 | 14.37 | 5335 | 10/09 | 8.45 |
| 5311* | 09/24 | 35.00 | 5322 | 09/26 | 28.02 | 5336 | 10/09 | 20.78 |
| 5313 | 09/18 | 87.07 | 5323 | 09/30 | 22.50 | | | |
| 5314 | 09/22 | 11.63 | 5324 | 09/29 | 167.50 | | | |

* INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

| DESCRIPTION | DATE | AMOUNT |
|-------------------------------------|-------|--------|
| INCOLN BENEFIT LBL DAILY [REDACTED] | 10/06 | 97.41 |

*** CONTINUED ***



FDIC



Continental State Bank

P. O. Box 506
Boyd, Texas 76023817-433-2000
940-433-2000 (Effective 5-25-97)

JAMES O MORAN
SHIRLEY MORAN
RR 1 BOX 51
NEWARK TX 76071-9780

11
6
52CONTINENTAL CLUB
ACCOUNT: [REDACTED]08/12/97 THRU 09/11/97
DOCUMENT COUNT: 58
PAGE 1

CONTINENTAL CLUB ACCOUNT [REDACTED]

MINIMUM BALANCE 3,670.78 LAST STATEMENT 08/11/97 3,977.81
7 CREDITS 2,976.57
53 DEBITS 3,274.71
THIS STATEMENT 09/11/97 3,679.67

| DEPOSITS | | | | | |
|----------|-------|--------|-------|-------|--------|
| REF # | DATE | AMOUNT | REF # | DATE | AMOUNT |
| | 08/13 | 400.00 | | 08/22 | 495.10 |
| | 08/18 | 495.10 | | 08/26 | 500.00 |
| | | | | 08/29 | 495.10 |
| | | | | 09/08 | 582.38 |

| OTHER CREDITS | | |
|---------------|-------|--------|
| DESCRIPTION | DATE | AMOUNT |
| INTEREST | 09/11 | 8.89 |

| CHECKS | | | | | | |
|---------|-------|--------|---------|-------|--------|--------|
| CHECK # | DATE | AMOUNT | CHECK # | DATE | AMOUNT | |
| 5234* | 08/13 | 14.29 | 5267* | 08/19 | 5.00 | |
| 5244* | 08/12 | 23.63 | 5269 | 08/20 | 5.00 | |
| 5248* | 09/10 | 113.86 | 5270 | 08/20 | 5.00 | |
| 5251 | 08/14 | 23.95 | 5271 | 08/21 | 12.80 | |
| 5252 | 08/12 | 15.00 | 5272 | 08/21 | 20.54 | |
| 5253 | 08/13 | 14.72 | 5273 | 08/25 | 15.97 | |
| 5254 | 08/22 | 46.28 | 5274 | 08/26 | 44.35 | |
| 5255 | 08/14 | 167.50 | 5275 | 08/26 | 11.27 | |
| 5256 | 08/18 | 27.53 | 5276 | 08/25 | 50.00 | |
| 5257 | 08/18 | 223.43 | 5277 | 08/25 | 42.98 | |
| 5258 | 08/18 | 43.87 | 5278 | 08/26 | 10.00 | |
| 5259 | 08/19 | 90.67 | 5279 | 08/27 | 7.96 | |
| 5260 | 08/20 | 113.90 | 5280 | 08/28 | 5.00 | |
| 5261 | 08/18 | 15.46 | 5281 | 08/28 | 38.00 | |
| 5262 | 08/18 | 30.69 | 5282 | 08/28 | 54.21 | |
| 5263* | 08/22 | 54.25 | 5283 | 08/28 | 5.00 | |
| 5265 | 08/21 | 126.43 | 5284 | 08/28 | 167.50 | |
| 5266 | 08/22 | 502.94 | 5285 | 09/02 | 17.22 | |
| | | | | 5286 | 09/03 | 16.68 |
| | | | | 5287 | 09/02 | 50.00 |
| | | | | 5288 | 09/05 | 75.00 |
| | | | | 5289 | 09/04 | 142.13 |
| | | | | 5290 | 09/02 | 21.88 |
| | | | | 5291 | 09/04 | 12.00 |
| | | | | 5292 | 09/04 | 12.52 |
| | | | | 5293 | 09/04 | 5.68 |
| | | | | 5294 | 09/08 | 64.00 |
| | | | | 5295 | 09/08 | 11.90 |
| | | | | 5296 | 09/08 | 30.61 |
| | | | | 5297 | 09/10 | 52.74 |
| | | | | 5298 | 09/08 | 417.50 |
| | | | | 5299 | 09/10 | 34.61 |
| | | | | 5300 | 09/11 | 28.72 |
| | | | | 5301 | 09/11 | 35.13 |

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

*** CONTINUED ***



Boyd Bank

a branch of

THE First National Bank OF BRIDGEPORT

609 Rock Island Avenue P.O. Box 1988

Boyd, Texas 76023

Phone 940-433-8100

December 4, 1997

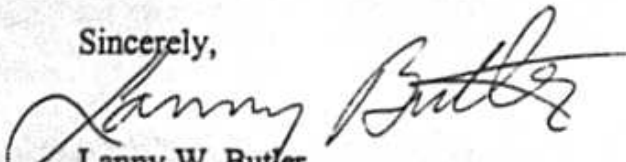
To Whom It May Concern:

Don and Joyce Davis are good customers of Boyd Bank. I have known them personally and been their banker for approximately 10 years.

I have reviewed their financial statement dated December 4, 1997 and feel they would qualify for an extension of credit of \$100,000.00 or more based on assets.

Please call if I can provide any further information.

Sincerely,



Lanny W. Butler
Executive Vice President

LWB/cjn

FINANCIAL STATEMENT

TYPE OF CREDIT - CHECK THE APPROPRIATE BOX

- Individual - Provide your financial information only
 Joint, with _____
 Information on separate financial statement
 Relationship _____

Applicant's Name and Address

Creditor's Name and Address

INDIVIDUAL INFORMATION

Business or Occupation Don Davis Construction
 Employer's Name and Address Don Davis
Rt 1 Box 52-A Boya, TX 76023
 Length of Employment 10 years
 Home Phone 940-433-5874 Bus. Phone 940-393-5443
 Date of Birth 11-12-47 S.S./Taxpayer I.D.# _____

JOINT PARTY INFORMATION

Business or Occupation _____
 Employer's Name and Address Joyce Davis
 Length of Employment _____
 Home Phone 940-433-5874 Bus. Phone 940-433-5530
 Date of Birth 10-28-53 S.S./Taxpayer I.D.# _____

ASSETS

Note: Complete SCHEDULES first.

LIABILITIES

| | | |
|--|----------|-------------------|
| Cash On Hand and in Banks | Sched. A | <u>25,000.00</u> |
| Cash Value of Life Insurance | Sched. B | <u>3,000.00</u> |
| U.S. Gov. Securities | Sched. C | |
| Other Marketable Securities | Sched. C | |
| TOTAL LIQUID ASSETS | | |
| Real Estate Owned | Sched. E | <u>390,000.00</u> |
| Mortgages and Contracts Owned | Sched. F | |
| Notes and Accounts Receivable - current | Sched. D | |
| Notes and Accounts Receivable - over 90 days | Sched. D | |
| Notes Due From Relatives and Friends | Sched. D | |
| Other Securities - Not Readily Marketable | Sched. C | |
| Personal Property | Sched. G | <u>75,000.00</u> |
| IRA and Tax Deferred Accounts | | |
| Other Assets - Itemize <input type="checkbox"/> (see attached itemization) | | |
| TOTAL PRODUCTIVE ASSETS | | |
| TOTAL ASSETS | | |

| | | |
|---|----------|-------------------|
| Notes Due to Banks | Sched. A | <u>147,500.00</u> |
| Notes Due to Relatives and Friends | Sched. H | |
| Notes Due to Others | Sched. H | |
| Accounts and Bills Payable | Sched. H | <u>25,000.00</u> |
| Loans on Life Insurance Policies | Sched. B | <u>480.00</u> |
| Contract Accounts Payable | Sched. H | |
| Cash Rent Payable | | |
| Other Liabilities Due within 1 Year - Itemize | | |
| TOTAL SHORT TERM LIABILITIES | | |
| Real Estate Mortgages Payable | Sched. E | |
| Liens and Assessments Payable | | |
| Other Debts - Itemize | | |
| TOTAL LONG TERM LIABILITIES | | |
| Total Liabilities | | |
| Net Worth (Total Assets Minus Total Liabilities) | | |
| TOTAL LIABILITIES AND NET WORTH | | |

ANNUAL INCOME

ESTIMATE OF ANNUAL EXPENSES

| | |
|---|----------------------|
| Salary Bonuses and Commissions | \$ <u>150,000.00</u> |
| Dividends and Interest | \$ _____ |
| Rental and Lease Income (Net) | \$ _____ |
| Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. | |
| Other Income - Itemize | \$ _____ |
| Provide the following information only if Joint Credit is checked above. | |
| Other Person's Salary, Bonuses and Commissions | \$ _____ |
| Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. | |
| Other Income of Other Person - Itemize | \$ _____ |
| TOTAL | |

| | |
|--------------------|-------------------|
| Income Taxes | \$ <u>200.00</u> |
| Other Taxes | \$ <u>3000.00</u> |
| Insurance Premiums | \$ <u>480.00</u> |
| Mortgage Payments | \$ <u>1800.00</u> |
| Rent Payable | \$ _____ |
| Other Expenses | \$ <u>2400.00</u> |
| TOTAL | |

GENERAL INFORMATION

CONTINGENT LIABILITIES

Are any Assets Pledged Other Than Described on SCHEDULES yes no
 Are You a Defendant in Any Suits or Legal Actions? yes no
 Income Tax Return Filed Through What Date? 1992
 Have you ever been declared Bankrupt in the last 10 years? yes no
 Are you a Partner or Officer in any other Ventures? yes no

As Endorser, Co-maker or Guarantor yes no
 On Leases or Contracts yes no
 Legal Claims yes no
 Federal - State Income Taxes yes no
 Other _____

| SCHEDULE A - CASH IN BANKS AND NOTES DUE TO BANKS (List all Real Estate Loans in Schedule E) | | | | |
|--|-----------------|-------------------|---------------------|---|
| NAME OF BANK | Type Of Account | Type Of Ownership | On Deposit | Collateral (if Any) and Type Of Ownership |
| Continental State Bank | LOAN | Mortgages | \$ <u>65,000.00</u> | <u>House</u> |
| " " | LOAN | Personal | <u>1,500.00</u> | |
| " " | LOAN | Personal | <u>60.00</u> | <u>1992, Subj. P.M.C.</u> |
| " " | LOAN | Business | <u>55,000.00</u> | <u>And Cafe</u> |
| Bryd BANK | LOAN | TRUCK | <u>20,000.00</u> | <u>1996 Dodge Truck</u> |
| Cash On Hand | | | | |
| <input type="checkbox"/> See Attached Itemization | | | | |
| TOTALS | | | <u>147,500.</u> | |

| COMPANY | Face Of Policy | Cash Surrender Value | Policy Loan From Insurance Co. | Other Loans Policy As Collateral | BENEFICIARY |
|---|----------------|----------------------|--------------------------------|----------------------------------|-------------------|
| | 65,000.00 | 1500.00 | | | Don Davis |
| | 65,000.00 | 1500.00 | | | Joyce Davis |
| <input type="checkbox"/> See Attached Itemization | | | | | TOTALS \$ 3000.00 |

C. SECURITIES OWNED (Including U.S. Govt Bonds and all other Stocks and Bonds)

| Face Value-Bonds No. Or Share Stock | DESCRIPTION Includes Name Not Registered In Your Name | Type of Ownership | COST | Market Value U.S. Govt. Bonds | Market Value Marketable Secs | MARKET VALUE Not Publicly Marketable | Amount Pledged To Secured Lien |
|---|---|-------------------|------|-------------------------------|------------------------------|--------------------------------------|--------------------------------|
| <input type="checkbox"/> See Attached Itemization | | | | | | | |
| TOTALS \$ | | | | | | | |

D. NOTES AND ACCOUNTS RECEIVABLE (Money Payable or Owed to You Individually Indicate % of your Ownership interest)

| MAKER/DESTOR | % | When Due | Original Amount | Balance Due Current Accounts | Balance Due Over 90 Days | Bal. Due Notes, Pmt. and Prepaid | Security (If Any) |
|---|---|----------|-----------------|------------------------------|--------------------------|----------------------------------|-------------------|
| <input type="checkbox"/> See Attached Itemization | | | | | | | |
| TOTALS \$ | | | | | | | |

E. REAL ESTATE OWNED (Indicate % of your Ownership interest)

| TITLE IN NAME OF | % | Description and Location | Date Acquired | Original Cost | Present Value of Real Estate | Amount of Inc. Current | MORTGAGE OR CONTRACT PAYABLE Bal. Due | Payment | Maturity |
|---|---|--------------------------|---------------|---------------|------------------------------|------------------------|---------------------------------------|------------------|------------------|
| Don Davis | | Home | 1990 | 70,000.00 | 270,000.00 | 270,000.00 | 165,000.00 | 700.00 | |
| Don Davis | | Boyd Cafe | 1995 | 75,000.00 | 120,000.00 | 180,000.00 | 55,000.00 | 650.00 | |
| <input type="checkbox"/> See Attached Itemization | | | | | | | | TOTAL \$ 340,000 | TOTAL \$ 220,000 |

F. MORTGAGES AND CONTRACTS OWNED (Indicate % of your Ownership interest)

| Cont. | Mtg. | % | Name | Mort. In Address | PROPERTY COVERED | Starting Date | Payment | Maturity | Balance Due |
|---|------|---|------|------------------|------------------|---------------|---------|----------|-------------|
| <input type="checkbox"/> See Attached Itemization | | | | | | | | | |
| TOTALS \$ | | | | | | | | | |

G. PERSONAL PROPERTY (Indicate % of your Ownership interest)

| DESCRIPTION | % | Year When Acquired | Cost When New | Year Value | LOAN ON PROPERTY Balance Due | Collateral Payable |
|---|---|--------------------|---------------|------------|------------------------------|--------------------|
| 1987 Pont + Motor + Trailer | | 1987 | 12,000.00 | 5,000.00 | | |
| 1998 Tractor + Trailer | | 1978 | 20,000.00 | 10,000.00 | | |
| 1996 Dodge Truck 1996-294405 | | 1996 | 55,000.00 | 50,000.00 | 35,000.00 | BANK |
| <input type="checkbox"/> See Attached Itemization | | | | | TOTALS \$ 35,000 | |

H. NOTES, ACCOUNTS AND BILLS AND CONTRACTS PAYABLE

| PAYABLE TO | Other Collateral If Any | When Due | Notes Due To Nat. and Foreign | Notes Due "Others" (Not Banks) | Accounts and Bills | Contracts Payable | COLLATERAL (If Any) Payable |
|---|-------------------------|----------|-------------------------------|--------------------------------|--------------------|-------------------|-----------------------------|
| <input type="checkbox"/> See Attached Itemization | | | | | | | |
| TOTALS | | | | | | | |

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By signing below, each representative of the Applicant declares that he/she has read and understands the statement above.

Date Signed Don Davis Signature Joyce Davis Signature _____ (Other Person If Applicable)



THE First National Bank OF BRIDGEPORT

Main Office: P.O. Box 37 • 900 Stevens St. • Bridgeport, Texas 76426 • (940) 683-2222
Boyd Branch: 609 Rock Island Avenue • Boyd, Texas 76023 • 940-433-8100

Member F.D.I.C.

MEMBER FDIC

DON DAVIS
JOYCE DAVIS DBA DON DAVIS CONSTRUCT
RR 1 BOX 53A
BOYD TX 76023

PAGE 2
ACCOUNT [REDACTED]
STATEMENT PERIOD
09/30/97 TO 10/31/97

| DATE... | CHECK NO..... | AMOUNT | DATE... | CHECK NO..... | AMOUNT |
|---------|---------------|--------|---------|---------------|-----------|
| 10/23 | 2400 | 18.00 | 10/29 | 2409 | 1,279.31 |
| -10/27 | 2401 | 154.00 | 10/30 | 2410 | 42.60 |
| 10/24 | 2402 | 487.99 | 10/31 | 2411 | 246.62 |
| 10/27 | 2403 | 20.00 | 10/29 | 2412 | 4,735.00 |
| 10/28 | 2404 | 86.56 | 10/29 | 2413 | 3,982.22 |
| 10/27 | 2405 | 27.06 | 10/30 | 2414 | 16.59 |
| 10/28 | 2406 | 75.28 | 10/29 | 2415 | 29,166.67 |
| 10/28 | 2407 | 600.00 | 10/30 | 2416 | 70.00 |
| 10/28 | 2408 | 500.00 | 10/30 | 2417 | 1,400.00 |

----- D A I L Y B A L A N C E I N F O R M A T I O N -----

| DATE..... | BALANCE | DATE..... | BALANCE | DATE..... | BALANCE |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 10/01 | 31,036.04 | 10/15 | 12,217.20 | 10/24 | 1,184.88 |
| 10/03 | 30,856.04 | 10/16 | 11,932.07 | 10/27 | 70,983.82 |
| 10/06 | 27,693.06 | 10/17 | 10,881.73 | 10/28 | 69,721.98 |
| 10/07 | 26,193.06 | 10/20 | 8,058.87 | 10/29 | 30,558.28 |
| 10/08 | 24,693.06 | 10/21 | 1,860.87 | 10/30 | 29,029.09 |
| 10/09 | 15,744.14 | 10/22 | 1,690.87 | 10/31 | 62,739.47 |
| 10/14 | 14,617.20 | 10/23 | 1,672.87 | | |



THE First National Bank OF BRIDGEPORT

Main Office: P.O. Box 37 • 909 Stevens St. • Bridgeport, Texas 76426 • (940) 683-2222
Boyd Branch: 609 Rock Island Avenue • Boyd, Texas 76023 • 940-433-8100

Member FDIC

MEMBER FDIC

54

DON DAVIS
JOYCE DAVIS DBA DON DAVIS CONSTRUCT
RR 1 BOX 52A
BOYD TX 76023

PAGE 1
ACCOUNT [REDACTED]
STATEMENT PERIOD
09/30/97 TO 10/31/97

CHECKING SUMMARY

| | |
|--------------------------------------|------------|
| CHECKING- [REDACTED] | |
| CHECKING BALANCE LAST STATEMENT..... | 34,882.36 |
| 2 DEPOSITS..... | 103,980.00 |
| OTHER CREDITS..... | .00 |
| 52 CHECKS..... | 76,100.39 |
| 1 OTHER DEBITS..... | 24.00 |
| CHECKING BALANCE THIS STATEMENT..... | 62,732.47 |

FEE SUMMARY

| | |
|--------------------|-------|
| MONTHLY FEE | 3.00 |
| CHECK CHARGES | 21.00 |
| TOTAL FEES IMPOSED | 24.00 |
| (LISTED BELOW) | |

ACCOUNT TRANSACTIONS

| DATE | OTHER DEBITS | DEPOSITS | DESCRIPTION |
|-------|--------------|-------------|----------------|
| 10/27 | | 70,000.00DP | |
| 10/31 | | 33,980.00DP | |
| 10/31 | 24.00SC | | SERVICE CHARGE |

CHECKS

| DATE | CHECK NO. | AMOUNT | DATE | CHECK NO. | AMOUNT |
|-------|-----------|----------|-------|-----------|----------|
| 10/06 | 2314 | 2,500.00 | 10/14 | 2382 | 51.45 |
| 10/09 | *2338 | 103.41 | 10/09 | *2384 | 9.73 |
| 10/01 | *2348 | 20.00 | 10/09 | 2385 | 630.00 |
| 10/01 | *2365 | 230.05 | 10/14 | 2386 | 581.51 |
| 10/01 | 2366 | 20.00 | 10/16 | 2387 | 20.00 |
| 10/01 | *2370 | 3,576.77 | 10/15 | 2388 | 500.00 |
| 10/17 | 2371 | 1,050.34 | 10/14 | 2389 | 32.00 |
| 10/09 | 2372 | 390.78 | 10/16 | 2390 | 200.00 |
| 10/06 | 2373 | 645.00 | 10/15 | 2391 | 1,900.00 |
| 10/14 | 2374 | 461.98 | 10/16 | 2392 | 65.13 |
| 10/09 | 2375 | 7,795.00 | 10/21 | 2393 | 4,898.00 |
| 10/06 | 2376 | 17.98 | 10/22 | 2394 | 30.00 |
| 10/03 | 2377 | 180.00 | 10/21 | 2395 | 1,300.00 |
| 10/07 | 2378 | 1,500.00 | 10/20 | 2396 | 2,000.00 |
| 10/08 | 2379 | 500.00 | 10/20 | 2397 | 805.00 |
| 10/08 | 2380 | 1,000.00 | 10/20 | 2398 | 17.36 |
| 10/09 | 2381 | 20.00 | 10/22 | 2399 | 140.00 |

EXHIBIT "C"
MANAGERIAL CAPABILITY

QUICK-TEL COMMUNICATIONS, INC.
EXPERIENCE OF OFFICERS

Shirley Moran, President

- Office manager of Smith & Smith Food, Inc. since June 1992.
- Extensive experience in bookkeeping, personnel, inventory, sales and managerial.

Joyce Davis, Vice President

- Owner and operator of Boyd Café since September 1989.
- Co-owner and operator of Don Davis Construction Company since May 1988.

Don Davis, Secretary/Treasurer

- Owner and operator of Don Davis Construction Company since May 1988.
- Co-owner and operator of Boyd Café since September 1989.

Applicant will also be relying on the qualifications and experience of the key personnel of Maxey/Bolin Consulting Group, Inc., listed below, as source of technical support.

Maxey/Bolin Consulting Group, Inc.
EXPERIENCE OF OFFICERS

Mark Maxey, President

- Independent contractor and account executive for *U.S. Metroline Services* since September 1996
- owner and operator of Max-Tel Communications, Inc.
- public pay telephone provider since December 23, 1996
- prepaid cellular agent with *Commerce Communications*
- 11 years as manager with *Alvord Ice*
- independent contractor with *VarTec Telecommunications* since 1995

Craig Bolin, Vice President

- owner and operator of Max-Tel Communications, Inc.
- managed a small businesses for 12 years
- owner and manager of *Bolin Trucking* since 1993
- owner and manager of residential rental properties since 1996
- independent contractor for *VarTec Telecommunications* and Prepaid Long Distance Calling cards for fifteen months

EXHIBIT "D"

TECHNICAL CAPABILITY

911 - ACCESS

Pursuant to Section 364.337 (2), Florida Statutes, Quick-Tel Communications, Inc. will provide at least the same level of 911 services as that provided by the ILEC serving the same area.

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF FLORIDA

DEPOSIT

DATE

D7 19 #4

MAR 03 1998

In re:

Application of QUICK-TEL COMMUNICATIONS,
INCORPORATED For a Certificate of Public
Convenience and Necessity to Operate as a Reseller
Of Interexchange Telecommunications Services in
State of Florida

DOCKET NO. 980320-TT

**APPLICATION OF QUICK-TEL COMMUNICATIONS, INC. FOR
AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICE**

Quick-Tel Communications, Inc. ("Quick-Tel" or "Applicant") hereby requests a Certificate of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida. In support of this application, the following is shown:

1. This is an application for:

Original authority submitted by Quick-Tel Communications, Inc.

Any correspondence regarding this Application should be directed to applicant.

2. The name of Applicant is:

Quick-Tel Communications, Inc.

3. The name under which the applicant will do business is:

Quick-Tel Communications, Inc.

4. Not applicable.

5. A. The National mailing address and phone number of Applicant is:

Quick-Tel Communications, Inc.
456 West Rock Island
P. O. Box 106

1112

MAX-TEL COMMUNICATIONS, INC.

P. O. BOX 280 PH. 940-427-2149
ALVORD, TX 76225

PAY
TO THE
ORDER OF

DATE

2-27-98

FLORIDA PUBLIC SERVICE COM. \$250⁰⁰

100 DOLLARS


The First National Bank of Houston
P.O. Box 11, Houston, Texas 77001

FOR

[Handwritten signature]