

September 22, 1998

Florida Public Service Commission
Division of Communications
Certification & Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

DEPOSIT DATE
D012 SEP 24 1998

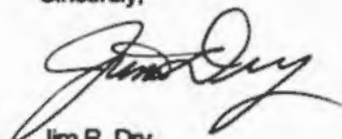
981220-TX

Dear Sir or Madam:

Attached is our application for a license to operate as an Alternative Local Exchange Carrier within the state of Florida. Also enclosed is our application fee of \$250.

We are proposing to offer basic local service to residents and businesses Florida through the use of services offered by BellSouth Communications, Inc. I will be pleased to answer any questions you may have relative to this application.

Sincerely,



Jim R. Dry
Vice President

MAIL ROOM
98 SEP 24 11 10 AM '98
RECEIVED
COMMUNICATIONS SECTION
SEP 24 1998

DOCUMENT NUMBER-DATE

10626 SEP 24 98

APPLICATION FORM

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

Original authority (new company)

Approval of transfer (to another certificated company)

Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

Approval of assignment of existing certificate
(to a noncertificated company)

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control (to another certificated company)

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant:

Image Access, Inc

3. Name under which the applicant will do business (d/b/a):

NewPhone

4. If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number: _____

Applied For 9/10/98 - will Forward

APPLICATION FORM

8. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

In 1997 Jim R. Dry filed a Chapter 13 bankruptcy proceeding and also in 1997 all creditors were satisfied and the case dismissed.

9. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: _____

Applied for 9/98 - will forward

10. Please provide the name, title, address, telephone number, Internet address, and facsimile number for the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application.

Jim R. Dry, Vice President, 504-456-3131 telephone

3322 Hessner Ave., Metairie, LA 70002

Fax # 504-456-3138

Internet address - jdry@shellmouth.net

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

Currently providing - Louisiana, Kentucky

Applied - Mississippi, Alabama, Tennessee

APPLICATION FORM

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Fictitious name registration number: _____

Applied For 9/10/98 - will Forward

APPLICATION FORM

5. A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

337.2 Hessmer Avenue

Metairie, LA 70002

504-456-3131

- B. Florida mailing address including street name, number, post office box, city, state, zip code, and phone number.

NONE

6. Structure of organization: Check appropriate box(es)

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation
<input checked="" type="checkbox"/> Foreign Corporation	<input type="checkbox"/> Foreign Partnership
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other, Please explain _____

7. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

APPLICATION FORM

8. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

In 1997 Jim R. Day filed a Chapter 13 bankruptcy proceeding and also in 1997 all creditors were satisfied and the case dismissed.

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Jim R. Day, Vice President, 504-456-3131 telephone

3322 Hesser Ave., Metairie, LA 70002

Fax # 504-456-3138

Internet address - jdry@bellouth.net

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

Currently providing - Louisiana, Kentucky

Applied - Mississippi, Alabama, Tennessee

APPLICATION FORM

12. Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.

NO

13. Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.

NO

14. Please indicate how a customer can file a service complaint with your company.

The customer can call 1-877-801-3131 and a
customer service representative will record
their complaint.

15. Please complete and file a price list in accordance with Commission Rule 25-24.825.(Rule attached) *see attached tariff*

16. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

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

APPLICATION FORM

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

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

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

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

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial 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 attest that the financial statements are true and correct.

- B. Managerial capability.
- C. Technical capability.


(If you will be providing local intra-exchange switched telecommunications service, then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the areas to be served, described in detail the difference.)

APPLICATION FORM

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:  9/22/98
Signature Date

Title: Jim Dry (504) 456-3131
Telephone Number

Vice President

Address: 3322 Hassner Ave.
Metairie, LA 70002

Exhibit 1

Question 16

16 A

Financial Capability

Attached are Image Access, Inc.'s financial statements dated August 31, 1998. These include the Balance Sheet and Income Statement, which includes the retained earnings. Also included is a cash flow projection through the year ending December 31, 2000.

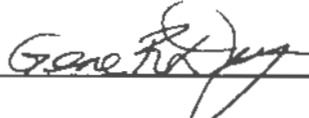
In addition I have enclosed a letter of credit from Hibernia National Bank for \$50,000. We have also been contacted by a venture capital group that has indicated they would finance any additional expansion requirements.

NewPhone

Income Statement
 For 1/1/98 To 8/31/98
 For All States
 For All Regions
 For All Account Codes

	Current Period	Current YTD
Sales		
Installation Charges	4,136.04	6,261.04
Basic Service	12,203.35	16,740.95
Additional Option Revenue	1,816.25	2,299.60
Miscellaneous Income	15.00	2,207.81
Net Sales	18,170.64	27,509.20
Cost of Goods Sold		
Cost of Lines	14,734.94	20,537.94
Total Cost of Goods Sold	14,734.94	20,537.94
Gross Profit On Sales	3,435.70	6,971.26
Operating Expenses		
Advertising	6,313.48	31,858.87
Rent	650.00	1,900.00
Bank Charges	134.29	508.03
Dues and Subscriptions	-	425.00
Insurance-Other	-	1,000.00
Legal Fees	775.00	2,786.74
Accounting Fees	-	2,750.00
Licenses/Permits	172.00	2,217.00
Outside Services	883.31	2,101.48
Postage and Delivery	383.03	716.66
Printing and Reproduction	339.58	1,604.71
Office Supplies	600.13	1,278.35
Telephone	478.78	2,302.18
Meals/Entertainment	69.17	235.63
Payroll	670.25	670.25
Advertising-personnell	198.00	198.00
Travel Expenses	449.00	2,673.22
Interest Expense	373.47	864.44
Payroll Taxes	64.68	64.68
Miscellaneous Expense	-	326.16
Total Operating Expenses	12,554.17	58,281.40
Net Income	(9,118.47)	(48,310.14)

THESE FINANCIAL STATEMENTS ARE TRUE AND CORRECT



 CEO



 CFO

New York
 Balance Sheet
 As Of 8/31/98
 For All States
 For All Regions
 For All Account Codes

	Current YTD
Assets	
Current Assets	
Cash	
Cash-Operating	(\$583.57)
Cash-Depository	4,059.13
Cash-FNBC	1,043.32
Cash-PNC Bank	100.00
	<hr/>
Total Cash	\$4,618.88
Short-Term Investments	
	<hr/>
Total Short-Term Investments	\$0.00
Accounts Receivable	
Accounts Receivable	(\$2,539.96)
	<hr/>
Total Accounts Receivable	(\$2,539.96)
Notes Receivable	
	<hr/>
Total Notes Receivable	\$0.00
Inventory	
	<hr/>
Total Inventory	\$0.00
Work in Process	
	<hr/>
Total Work in Process	\$0.00
Prepaid Expenses	
Prepaid Expenses	\$20,400.00
	<hr/>
Total Prepaid Expenses	\$20,400.00
	<hr/>
Total Current Assets	\$22,478.92
Long-Term Investments	
	<hr/>
Total Long-Term Investments	\$0.00

Date: 9/16/98

NewPhone
Balance Sheet
As Of 8/31/98
For All States
For All Regions
For All Account Codes

Page: 2

	Current YTD
Property, Plant and Equipment	
Equipment	\$7,022.45
Other Fixed Assets	1,876.25
	<hr/>
Total Property, Plant and Equipment	\$8,898.70
Accumulated Depreciation	
	<hr/>
Total Accumulated Depreciation	\$0.00
Intangible Assets	
	<hr/>
Total Intangible Assets	\$0.00
Other Assets	
Security Deposits	\$3,000.00
	<hr/>
Total Other Assets	\$3,000.00
	<hr/>
Total Assets	<u>\$34,377.62</u>

New Line
Balance Sheet
As Of 8/31/98
For All States
For All Regions
For All Account Codes

	Current YTD
Liabilities and Equity	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$21,053.42
	<hr/>
Total Accounts Payable	\$21,053.42
Notes Payable	
Notes Payable	\$12,051.00
	<hr/>
Total Notes Payable	\$12,051.00
Current Maturities of Long-Term Debt	
Current Maturities	\$6,500.00
	<hr/>
Total Current Maturities of Long-Term Debt	\$6,500.00
Taxes Payable	
	<hr/>
Total Taxes Payable	\$0.00
Interest Payable	
	<hr/>
Total Interest Payable	\$0.00
Dividends Payable	
	<hr/>
Total Dividends Payable	\$0.00
Leases Payable (Current)	
	<hr/>
Total Leases Payable (Current)	\$0.00
Sinking Fund Payable (Current)	
	<hr/>
Total Sinking Fund Payable (Current)	\$0.00
Other Current Liabilities	
Hibernia Line of Credit	\$45,883.34
	<hr/>

NewPhone
Balance Sheet
As Of 8/31/98
For All States
For All Regions
For All Account Codes

	Current YTD
Total Other Current Liabilities	\$45,863.34
Total Current Liabilities	\$85,467.76
Long-Term Debt	
Total Long-Term Debt	\$0.00
Total Liabilities	\$85,467.76
Common Stock	
Total Common Stock	\$0.00
Preferred Stock	
Total Preferred Stock	\$0.00
Additional Paid-in Capital - Common	
Total Additional Paid-in Capital - Common	\$0.00
Additional Paid-in Capital - Preferred	
Total Additional Paid-in Capital - Preferred	\$0.00
Treasury Stock	
Total Treasury Stock	\$0.00
Common Dividends	
Total Common Dividends	\$0.00
Preferred Dividends	
Total Preferred Dividends	\$0.00
Retained Earnings	
Retained Earnings	(\$1,780.00)
Total Retained Earnings	(\$1,780.00)

Date: 9/16/98

New Line
Balance Sheet
As Of 8/31/98
For All States
For All Regions
For All Account Codes

Page: 5

	Current YTD
Net Profit/(Loss)	<u>(\$49,310.14)</u>
Total Equity	<u>(\$51,090.14)</u>
Total Liabilities and Equity	<u><u>\$34,377.62</u></u>

Image Access Inc. dba

NewPhone

Metairie, Louisiana
 Projected Operating Results
 and Cash Flow
 for the Years 1998 to 2001

Cash Flow Projections:

	1998									
	May	Jun(1)	Jul(1)	Aug(1)	Sept(2)	Oct(3)	Nov(3)	Dec(3)	Year(4)	
New Customers		25	76	200	276	380	676	800	2300	
Deleted Customers		0	4	\$	16	27	44	70	186	
Total Customers		25	90	291	551	874	1400	2135	2135	
Basic Service Charge Revenue	\$	49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	
Installation & Other Basic Service	\$	1,000	\$ 3,000	8000	\$ 11,000	\$ 14,000	\$ 23,000	\$ 32,000	\$ 82,000	
Additional Options		20	77	1310	2,487	3,781	6,784	8,181	21,630	
Total Revenue	\$	2,709	\$ 7,872	\$ 22,681	\$ 36,786	\$ 57,652	\$ 85,334	\$ 136,264	\$ 361,184	
Cost of Sales										
Installation Cost	\$	428	\$ 2,776	7400	\$ 10,176	\$ 12,860	\$ 21,278	\$ 29,600	\$ 66,000	
Cost of Unit		250	880	2810	6,810	6,740	14,060	21,260	53,770	
Cost of Addt Options		10	39	624	867	1,618	2,342	3,378	8,468	
Communication Costs		178	672	2037	3,857	6,118	8,836	14,948	37,836	
Other Customer Benefits		125	480	873	1,883	2,822	4,216	6,406	16,379	
Total Cost of Sales	\$	1,386	\$ 4,956	\$ 13,744	\$ 22,182	\$ 31,948	\$ 51,717	\$ 76,676	\$ 201,577	
Gross Margin	\$	864	\$ 2,966	\$ 8,937	\$ 14,604	\$ 26,004	\$ 41,627	\$ 62,609	\$ 159,611	
Other Expenses										
Advertising	\$	14,000	\$ 4,000	8000	\$ 8,000	\$ 18,000	\$ 28,000	\$ 28,000	\$ 108,000	
Depreciation	70	70	112	0	473	612	867	1,112	3,438	
Insurance	100	100	100	0	100	100	100	100	800	
Interest	170	180	670	670	780	920	830	830	4,080	
Office Supplies	800	25	86	281	661	874	1,408	2,138	6,177	
Postage	28	86	281	661	874	1,408	2,138	2,138	8,277	
Communication	80	300	800	1000	1,100	1,700	2,700	2,800	10,180	
Other Compensation				0			8,000	9,000	16,000	
Payroll			2,800	6,800	17,600	22,600	30,000	37,600	118,800	
Payroll Taxes			376	880	2,626	3,376	6,850	8,976	20,180	
Rent (Headquarters)	300	800	800	600	1,417	1,887	8,000	6,000	16,884	
Payment Commissions	28	98	0	0	0	0	0	0	121	
Sales Commissions	75	228	0	0	0	0	0	0	300	
Professional Fees	1,200	0	800	0	0	0	0	0	1,700	
Travel & Entertainment	160	160	160	860	200	700	1,300	800	4,200	
Total Other Expenses	\$	2,000	\$ 16,440	\$ 6,430	\$ 18,892	\$ 34,087	\$ 49,162	\$ 85,667	\$ 212,834	
Net Income	\$	(2,600)	\$ (18,555)	\$ (6,446)	\$ (9,958)	\$ (17,483)	\$ (23,148)	\$ (44,046)	\$ (34,978)	\$ (157,223)
Cash Flow from Operations	\$	(2,630)	\$ (17,101)	\$ (2,706)	\$ (4,457)	\$ (14,082)	\$ (18,639)	\$ (38,013)	\$ (23,636)	
Capital Requirements										
Computers - PC's required for Customer Maintenance, Billing, Etc	622	0	1000	1000	11000	4000	12000	4000		
Software	2000	0	0	0	0	0	0	0		
Office Furniture	0	0	800	600	600	1000	1600	800		
Prepaid I. D Cards	2500	10260	0	7860	0	0	0	0		
Total	\$	5,022	\$ 10,250	\$ 1,500	\$ 9,150	\$ 11,500	\$ 5,000	\$ 13,500	\$ 4,500	
Distributions										
Total Cash Flow	\$	(7,552)	\$ (27,351)	\$ (4,206)	\$ (13,607)	\$ (25,582)	\$ (23,639)	\$ (48,513)	\$ (28,136)	

Image Access, Inc dba

NewPhone

Metana, Louisiana
 Projected Operating Results
 and Cash Flow
 For the Years 1998 to 2001

Cash Flow Projections:

	1998													Total
	Jan(7)	Feb(7)	Mar(7)	Apr(7)	May(7)	Jun(7)	Jul(7)	Aug(7)	Sep(7)	Oct(7)	Nov(7)	Dec(7)		
New Customers	1150	1440	1800	2180	2250	2250	2250	2250	2250	2250	2250	2250	24540	
Discontinued Customers	107	156	222	304	364	447	576	642	812	978	1038	1088	7116	
Total Customers	3178	4469	6037	7893	9780	11512	13186	14998	15932	17208	15417	19569	19860	
Basic Service Charge Revenue	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	
Installation & Other Basic Service	\$ 48,000	\$ 58,000	\$ 72,000	\$ 84,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 882,000	
Additional Options	148,028	205,362	277,888	382,884	447,887	528,878	608,888	670,884	732,075	790,614	848,280	889,188	8,813,800	
Total Revenue	\$ 201,650	\$ 276,797	\$ 368,361	\$ 473,379	\$ 568,965	\$ 655,942	\$ 738,538	\$ 808,485	\$ 874,950	\$ 938,226	\$ 998,370	\$ 1,055,381	\$ 7,950,214	
Cost of Sales														
Installation Cost	\$ 42,550	\$ 53,880	\$ 68,800	\$ 78,580	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 908,380	
Cost of Lines	31,780	44,780	60,880	80,108	88,808	118,132	138,720	160,808	184,758	178,224	21,028	203,202	1,484,816	
Cost of Add'l Options	4,136	5,868	8,282	11,388	14,488	17,288	20,128	22,888	25,130	27,448	28,847	31,738	218,800	
Communication Taxes	22,248	31,283	42,329	58,243	68,243	80,884	82,302	102,168	111,824	120,442	128,918	138,883	982,384	
Other Customer Benefits	9,834	13,407	18,141	23,879	29,247	34,838	39,888	45,782	47,798	51,618	58,251	68,707	428,388	
Total Cost of Sales	\$ 110,246	\$ 149,056	\$ 190,328	\$ 249,985	\$ 294,806	\$ 333,870	\$ 370,950	\$ 402,298	\$ 437,450	\$ 462,983	\$ 488,093	\$ 513,878	\$ 4,003,180	
Gross Margin	\$ 91,385	\$ 127,711	\$ 172,033	\$ 223,394	\$ 274,149	\$ 322,072	\$ 367,579	\$ 406,991	\$ 442,491	\$ 477,243	\$ 510,277	\$ 541,703	\$ 3,950,028	
Other Expenses														
Advertising	\$ 38,000	\$ 51,000	\$ 48,000	\$ 51,000	\$ 48,000	\$ 53,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 618,000	
Depreciation	1,284	1,473	1,568	1,888	1,888	1,888	1,887	1,887	1,887	1,887	1,887	1,887	19,038	
Insurance	100	100	100	100	100	100	200	200	200	200	200	200	1,800	
Interest	1,020	1,180	1,020	810	680	280	80	20	-	-	-	-	4,980	
Office Supplies	2,178	4,488	8,047	7,883	9,748	11,512	12,188	14,884	15,832	17,208	18,417	18,888	141,782	
Postage	2,178	4,488	8,047	7,883	9,748	11,512	12,188	14,884	15,832	17,208	18,417	18,888	141,782	
Communication	4,000	6,000	8,200	9,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	82,800	
Owner Compensation	8,000	8,000	16,000	18,000	18,000	24,000	24,000	24,000	24,000	38,000	38,000	38,000	287,000	
Payroll	48,800	84,800	87,200	68,800	68,800	68,800	82,400	86,000	86,000	86,000	86,000	86,000	738,400	
Payroll Taxes	8,370	8,840	10,830	11,220	11,220	12,870	12,880	13,280	13,280	18,150	18,150	18,150	148,880	
Rent (Headquarters)	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	72,000	
Payment Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sales Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-	
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	
Travel & Entertainment	1,800	2,800	1,700	800	800	800	800	800	800	800	800	800	13,800	
Total Other Expenses	\$ 119,880	\$ 149,331	\$ 158,700	\$ 167,572	\$ 168,054	\$ 180,630	\$ 194,979	\$ 200,725	\$ 203,381	\$ 219,729	\$ 222,181	\$ 224,483	\$ 2,218,199	
Net Income	\$ (28,085)	\$ (21,627)	\$ 13,333	\$ 55,822	\$ 106,096	\$ 135,442	\$ 172,600	\$ 206,266	\$ 239,110	\$ 267,514	\$ 288,126	\$ 317,248	\$ 1,740,130	
Cash Flow From Operations	(11,277.00)	(1,640)	38,980	87,007	138,598	171,534	213,825	250,715	288,572	310,799	345,044	377,622		
Capital Requirements														
Computers - PC's required for Customer Maintenance, Billing, Etc	8000	4000	2000	0	0	0	3000	0	0	0	0	0	0	
Software	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office Furniture	2000	1000	1000	0	0	0	1000	0	0	0	0	0	0	
Repaid L-D Cards	12750	0	0	0	0	0	0	0	0	0	0	0	0	
Total	\$ 20,750	\$ 5,000	\$ 3,000	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Distributions														
Total Cash Flow	\$ (32,027)	\$ (6,640)	\$ 35,980	\$ 87,007	\$ 138,598	\$ 171,534	\$ 209,825	\$ 250,715	\$ 288,573	\$ 310,799	\$ 345,044	\$ 377,622		

Image Access, Inc dba

NewPhone

Melina, Louisiana
 Projected Operating Results
 and Cash Flow
 For the Years 1998 to 2001

Cash Flow Projections:

	2000												2001
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yr-1
New Customers	2250	2250	2250	2250	2250	2250	2250	2250	2250	2250	2250	2250	27000
Deleted Customers	1153	1208	1258	1308	1353	1398	1440	1480	1517	1557	1598	1622	18877
Total Customers	7066	21708	22702	23546	24543	25397	25207	26977	27710	26803	24004	27692	29892
Basic Service Charge Revenue	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95	\$ 49 95
Installation & Other Basic Service	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 1,080,000
Additional Options	948,802	997,484	1,043,157	1,088,834	1,127,783	1,168,982	1,204,211	1,238,584	1,273,272	1,308,117	1,336,480	1,364,348	14,082,662
Total Revenue	\$ 1,110,053	\$ 1,121,793	\$ 1,211,148	\$ 1,254,012	\$ 1,302,545	\$ 1,344,939	\$ 1,385,148	\$ 1,423,371	\$ 1,459,753	\$ 1,494,154	\$ 1,524,962	\$ 1,554,131	\$ 16,236,025
Cost of Sales													
Installation Cost	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 83,250	\$ 888,000
Cost of Line	214,788	225,808	238,912	248,288	256,788	264,780	273,360	281,488	289,232	298,564	303,538	310,172	3,168,080
Cost of Add'l Options	33,723	35,809	37,407	38,112	40,732	42,274	43,798	46,124	48,446	47,993	48,883	50,013	510,751
Communication Taxes	144,882	151,954	158,814	166,522	171,801	177,779	183,448	188,838	193,970	198,821	203,448	207,844	2,147,008
Other Customer Benefits	81,888	85,124	88,108	90,838	93,829	96,181	98,821	100,831	103,130	105,208	107,192	109,078	1,120,148
Total Cost of Sales	\$ 538,429	\$ 561,747	\$ 583,989	\$ 605,116	\$ 625,178	\$ 644,284	\$ 662,406	\$ 679,630	\$ 696,027	\$ 711,527	\$ 726,309	\$ 740,355	\$ 7,774,901
Gross Margin	\$ 571,624	\$ 600,046	\$ 627,159	\$ 652,902	\$ 677,367	\$ 700,655	\$ 722,742	\$ 743,741	\$ 763,726	\$ 782,627	\$ 800,653	\$ 817,776	\$ 8,461,124
Other Expenses													
Advertising	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 880,000
Depreciation	1,778	1,778	1,778	1,778	1,778	1,778	1,778	1,778	1,778	1,778	1,778	1,778	21,341
Insurance	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	20,888	21,708	22,702	23,846	24,549	25,387	26,207	26,877	27,710	28,403	28,084	28,882	308,718
Postage	20,888	21,708	22,702	23,846	24,549	25,387	26,207	26,877	27,710	28,403	28,084	28,882	308,718
Communication	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	84,800
Owner Compensation	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	822,000
Royalty	81,000	84,000	84,000	84,000	84,000	84,000	87,000	87,000	87,000	87,000	87,000	87,000	1,022,000
Payroll Taxes	30,280	30,700	30,700	31,800	31,800	31,800	32,080	32,080	32,080	32,580	32,580	32,580	278,780
Rent (Headquarters)	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	108,000
Payment Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Commissions	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel & Entertainment	800	800	800	800	800	800	800	800	800	800	800	800	10,800
Total Other Expenses	\$ 268,620	\$ 274,394	\$ 276,382	\$ 285,170	\$ 286,954	\$ 288,072	\$ 293,742	\$ 298,282	\$ 301,248	\$ 302,634	\$ 303,956	\$ 305,212	\$ 3,602,521
Net Income	\$ 302,764	\$ 325,652	\$ 350,775	\$ 367,732	\$ 390,413	\$ 411,983	\$ 429,000	\$ 445,459	\$ 452,478	\$ 480,993	\$ 466,697	\$ 482,564	\$ 4,858,603
Cash Flow from Operations	365,540.00	\$ 392,554	\$ 420,617	\$ 440,448	\$ 465,810	\$ 489,952	\$ 509,399	\$ 531,108	\$ 517,366	\$ 536,980	\$ 555,667	\$ 573,418	
Capital Requirements													
Computers - PC's required for Customer Maintenance, Billing, Etc	3000	0	0	0	0	0	0	0	0	0	0	0	0
Software	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Furniture	1000	0	0	0	0	0	0	0	0	0	0	0	0
Prepaid I-D Cards	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Distributions													
Total Cash Flow	\$ 362,540	\$ 392,554	\$ 420,617	\$ 440,448	\$ 465,810	\$ 489,952	\$ 509,399	\$ 531,108	\$ 517,366	\$ 536,980	\$ 555,667	\$ 573,418	



HIBERNIA
MEMBER FDIC

LORETTA A. SAVOYE
VICE PRESIDENT
CAUSEWAY OFFICE MANAGER

HIBERNIA NATIONAL BANK
POST OFFICE BOX 61540
NEW ORLEANS, LOUISIANA 70161-1540
(504) 533-2430
FAX (504) 837-1393

June 10, 1998

RE: Image Access Inc.

To Whom It May Concern:

This is to advise that the above Company has a line of credit with our Bank in the amount of \$50,000.00. They are considered a valued customer.

If I may be of further assistance my phone number is 504-533-2430.

Sincerely,

Loretta Savoye,
Vice President &
Manager, Causeway Office

Question 16 B and C

Managerial and Technical Capability:

Managerial information:

The officers have been involved directly in providing telecommunication services in Louisiana since June 9, 1998. In addition, Gene Dry and Richard Jaubert have been involved in the business of providing transaction services to retailers in Louisiana through TeleCheck Louisiana and Jim Dry has served in a managerial capacity with Cajun Electric Power Coop. Inc each of which are more fully described below.

Gene R. Dry — Served as President of TeleCheck Louisiana From January 1987 through November 1996. In that capacity, he managed the growth of the company from revenue of \$2 million to the \$10 million level. He was successful managing growth, capital, and customer acquisition in financial products and services. His responsibilities included the development and implementation of business plans for achieving corporate goals. When the company was sold to its franchisor, staffing was at 125.

Richard R. Jaubert — Mr. Jaubert was Vice President/Chief Financial Officer of Telecheck Louisiana from January 1994 to November 1996. In this capacity he was responsible not only for the accounting department but operations and human resources as well. The total number of employees in these departments was 15 full time and 4 part time. Prior to TeleCheck, he was the Director of Administration/ Finance for Monarch Real Estate Advisors, a national real estate consulting firm. Mr Jaubert has a MBA from the University of New Orleans and a Bachelor of Science degree in Accounting from Louisiana State University.

Jim R. Dry — Has seventeen years experience with Cajun Electric Power Coop. Inc. and twelve of those as supervisor or manager in the accounting department. The sections under his direct supervision were Financial Statements, Accounts Payable, Payroll, Capital Projects, Debt, Fixed Assets, Fuel Accounting, Spare Parts Inventory and Plant Accounting. He is a Certified Public Accountant.

Technical Information:

None of the officers have extensive technical experience directly involved in communication services; however, TeleCheck, for whom Mr. Dry and Mr. Jaubert worked, was in the business of providing check authorizations via an automated communications network for over 2,800 merchants in Louisiana. The volume of authorizations exceeded 12,000,000 annually for over \$1,000,000,000.

Gene R. Dry — Managed the growth of technology for use in the business of check authorizations, check collections, and business management purposes. TeleCheck Louisiana was the first TeleCheck franchise to utilize an automated recovery system and as a result achieved the highest recovery percentage of all other franchises. Additionally, as chairman of the TeleCheck Franchise Association Operations Committee, Mr. Dry helped direct the development and use of a vast dataprocessing network that enabled all TeleCheck franchises to guarantee checks from any bank in the United States for over 100,000 merchants nationally.

Richard R. Jaubert — During his employment at TeleCheck, Mr. Jaubert was responsible for all computer and telecommunication requirements. This included a local area network of which he coordinated the purchase, installation and day-to-day maintenance. He was also responsible for the monitoring of the frame relay network, which was the link between the local TeleCheck office and its franchisor in Houston, Texas. Other responsibilities include the monitoring of the PBX system, T-1 lines and other day-to-day telecommunication equipment.

Jim R. Dry — Has experience with implementing and maintaining the Dun and Bradstreet Financial Accounting System which includes accounts payable, fixed assets, capital projects and general ledger. He also was project leader in implementing the PeopleSoft Accounts Payable Client Server System, and had practical experience in using numerous PC based software including MicroSoft Office Suite and Lotus Suite.

IMAGE ACCESS, INC., D.B.A. NewPhone
Issued Sept. 30, 1998
Issued by: Jim R. Dry, Vice President
3322 Hessmer
Metairie, Louisiana 70002

FLORIDA TARIFF NO. 1
Original Page No. 1
Effective Date Nov. 30, 1998

LOCAL EXCHANGE SERVICES

IMAGE ACCESS, INC., D.B.A. NewPhone
Phone number 504-456-3131
3322 Hessmer, Metairie, LA. 70002

Rates, Rules, and Regulations for furnishing of Services within Florida

Florida P.S.C. Tariff No. 1

This tariff contains the descriptions, regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by Image Access, Inc., d.b.a. NewPhone (the "Company") within the State of Florida. This tariff is on file with the Florida Public Service Commission.

IMAGE ACCESS, INC. B.A. NewPhone
Issued Sept. 30, 1998
Issued by: Jim R. Dry, Vice President
3322 Hesamer
Metairie, Louisiana 70002

FLORIDA TARIFF NO. 1
Original Page No. 2
Effective Date Nov. 30, 1998

LOCAL EXCHANGE SERVICES

CHECK SHEET

The following pages are effective as of the date shown. Revised pages as indicated below contain all changes from the original tariff that are in effect on the date thereof.

Page Revision No.

Page Revision No.

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LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) – To signify a “Change” in existing rate and/or regulation.
- (D) – To signify a “Deletion/Discontinuance” of rates, regulations, and/or text.
- (I) – To signify a rate “Increase”.
- (M) – To signify matter “Moved/Relocated” within the tariff with no change to the material.
- (N) – To signify “New” text, regulation, service, and/or rates.
- (R) – To signify a rate “Reduction”.
- (T) – To signify a “Text Change” in tariff, but no change in rate or regulation.
- (Z) – To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

LOCAL EXCHANGE SERVICES

DEFINITIONS

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below:

Access Lines

A telephone line facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Additional Listing

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with his regular service.

Advance Payment

A payment required before the start of service.

Applicant

A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

Authorized User

A person, firm, or corporation which is authorized by the Company to be connected to the service of the Customer or joint user.

LOCAL EXCHANGE SERVICES

DEFINITIONS (Continued)

Basic Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways or common basements, permitting access from one building to the other, that are suitable for the routing, placing and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Business Service

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

Commission

The Public Service Commission of the State of Florida

Company

Image Access, Inc., D.B.A. NewPhone

Continuous Property

A plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public thoroughfares or by property occupied by others.

Contract

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

Customer

The person that orders services and is responsible for the payment of charges and compliance with the terms and conditions of this tariff

LOCAL EXCHANGE SERVICES

DEFINITIONS (Continued)

Customer Provided Equipment

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

Demarcation Point

The point where company network services, usually a Network Interface Device (NID), or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Directory Listing

Alphabetical listing of information relative to Customers' names or other identification and telephone numbers.

Exchange

A geographic area established by a telecommunications services provider consisting of one or more central offices together with associated facilities used in furnishing local telecommunications services within the area in which telecommunications services and rates are the same.

Exchange Area

The area within which the telephone company furnishes complete telephone services from one specific exchange at the exchange rates applicable within that area.

Incumbent Local Exchange Carrier (ILEC)

Telecommunications services provider that is the incumbent and historical wireline provider of local telecommunications services within a local service area, or a successor to such entity that is engaged in the provisioning of local telecommunications services.

Interface

Denotes that point on the premises of the Customer at which provision is made for connection of other than company-provided facilities to facilities provided by the Company.

Interface Equipment

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by other than the Company.

LOCAL EXCHANGE SERVICES

DEFINITIONS (Continued)

Local Service Area

The geographic area in which end users may place telephone calls without incurring toll charges which includes a flat rate calling area.

Minimum Service Term

The minimum length of time for which a customer is obligated to pay for service, whether or not retained by the customer for such minimum length of time.

Non-Recurring Charge

The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation or special fees for which the customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions that is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

Point of Demarcation

The point in a customer's circuit to which the Company is responsible for service and beyond which the customer is responsible for service.

Premise Visit Charge

A charge applied when the location of reported trouble is found to be in customer provided equipment and/or inside wiring.

Prepaid Service

Service on the basis of payment in advance for services provided.

LOCAL EXCHANGE SERVICES

DEFINITIONS (Continued)

Recurring Charges

The monthly charges paid by the customer for services, facilities, and equipment, which continue for the agreed-upon duration of the service.

Service Connection Charge

The non-recurring charge a customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the Company's services executed by the customer and the Company in the format devised by the company. The acceptance by the Company and the customer initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

LOCAL EXCHANGE SERVICES

TERMS AND CONDITIONS

A. Liability of the Company

1. The liability of the Company for the damages arising out of the furnishing of these services, including but not limited to, mistakes, omissions, interruptions, delays, errors, or defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section S below. The extension of such allowances for interruption shall be the sole remedy of the customer, authorized user, or joint user and the sole liability of the company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
2. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fires, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
3. The Company shall not be liable for act or omission of any entity furnishing to the Company or to the Company's customers facilities or equipment used for or with the services the Company offers.
4. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

A. Liability of the Company (continued)

5. The Company shall not be liable for the claims of vendors supplying equipment to customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
6. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or 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 any installation so provided.
7. The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction or work.
8. The Company is not liable for any defacement or damage to the premises of a customer (or other joint user) resulting from the furnishing of services on such premises when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
9. The Company shall not be liable for damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

A. Liability of the Company (continued)

10. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services offered in this tariff.
11. The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific service in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
12. The Company makes no warranties or representations, express or implied, either in fact or operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

B. Claims

The Company shall be indemnified and held harmless by customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:

1. Claims of third parties, including patrons or customers of customers, arising out of, resulting from, or related to use of the services.
2. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
3. Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
4. All other claims arising out of any act or omission of customer, or customers or patrons of customer, in connection with the services made available to customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

C. Installation, Testing and Maintenance

Installation of Company facilities will be charged on a time and materials basis at rates listed in this tariff.

Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in this tariff. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by Company. Company will charge customers the rates listed in this tariff for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities provided by Company.

When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of labor charges as listed in this tariff for the period of time from when Company personnel are dispatched to the customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this tariff will apply.

The Company sub-contracts with BellSouth to provide all installation, testing and maintenance for its customers.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

D. Provision of Equipment and Facilities

Except as otherwise indicated, customer-provided station equipment at the customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

1. The through transmission of signals generated by customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by customer-provided equipment; or
3. Network control signaling where such signaling is performed by customer-provided network control signaling equipment.

E. Non-Routine Installation

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charged based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the customer's request, extends beyond regular business hours into time periods including but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

F. Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by Company hereunder.

G. Rights-of-Way

Where economically feasible, Company shall direct or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide service. Except as otherwise provided herein, any and all costs associated with the acquiring the rights-of-way up to the point of entry to the customer's location shall be borne entirely by Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at customer's location to the termination point where service is finally delivered to customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

H. Services Provided by Other Companies

Company shall have no responsibility with respect to billings, charges or disputes related to services used by customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any dispute or discrepancies with the service provider.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

I. Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

J. Assignment

The Company may, without obtaining any further consent from customer, assign any rights, privileges or obligations under this tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff. Any attempt to make such an assignment, transfer or disposition without consent shall be null and void.

K. Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the company's offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

K. Prohibited Uses (continued)

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

L. Obligations of the Customer

1. Customer Responsibilities

The customer shall pay all applicable charges as set forth in this tariff.

The customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of customer, authorized user, or joint user, or the non-compliance by the customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

Customer shall arrange access to any of the rights-of-way, conduit and equipment space for which it is responsible for obtaining pursuant to Section G. above at any time so that Company's authorized personnel, employees or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to customer and Company. Customer acknowledges that when repair work is required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven-day-a-week basis. Company shall also have the right to obtain access to the cable installed in customer-provided conduit at any splice or junction box. No credit allowance under Section 5. will be made for the period during which service is interrupted for such purposes.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

L. Obligations of the Customer (continued)

1. Customer Responsibilities (continued)

The customer shall make available to Company such space, power, environmental conditioning and other resources as customer's premises as Company shall request for the provision of service hereunder.

Customer shall provide a safe place to work which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section G. above, and at which Company authorized personnel, employees or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities and equipment.

Customer shall provide the necessary equipment, space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each customer termination point, without care of premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and right-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by customer to comply with the lease or other contractual obligations to which customer is a party.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses and permits as may be required to permit customer to comply with its obligations hereunder.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

L. Obligations of the Customer (continued)

2. Customer Equipment and Channels

2.1 In General

A customer may transmit or receive information or signals via the services provided by the Company.

2.2 Station Equipment

Customer-provided terminal equipment on the premises of the customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user. Conformance of Customer-Provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

The customer, authorized user, or joint user, is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

L. Obligations of the Customer (continued)

2. Customer Equipment and Channels (continued)

2.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities or equipment of others shall be provided at the customer's expense.

Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.4 Inspections

Upon suitable notifications to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer, authorized user, or joint user is complying with the requirements set forth in this tariff for installation, operation, and maintenance of customer-provided facilities, equipment and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

M. Payment for Service

1. Payment and Collection of Charges

The customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. The customer's responsibility also includes charges associated with the fraudulent use of facilities and services by the customer or any end users of the customer.

At such time as the Company or its agent(s) completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

Customer shall pay in advance the amount(s) as specified in the tariff for the Services. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be paid in advance.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished may be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days. This only applies to fixed monthly recurring charges.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

M. Payment for Service (continued)

2. Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, Company shall notify customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

3. Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income).

4. Advance Payments

To safeguard its interests, the Company will require a customer to make an advance cash (or acceptable cash equivalent) payment of one month's service before service is furnished. The advance payment will be credited to the customer's service. A deposit will not be required. Cash payment for succeeding months' service is to be received by the Company prior to the beginning of the period for which such payment is made. Payment by check will not be considered received until such funds are deemed collected by the Company's depository institution. Services will not be provided for any period for which payment has not been made and collected.

5. Minimum Service Term

Service is provided on the basis of a minimum period of at least one (1) month. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

At the expiration of the initial term, service shall continue on a month-to-month basis unless terminated by the customer by written notice, or by non-payment prior to the beginning of any month's service.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

M. Payment for Service (continued)

6. Non-Sufficient Funds Checks

Checks presented in payment for services and subsequently returned to the Company by the customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a non-recurring charge per customer, per check of \$15.00.

N. Discontinuance of Service

Upon non-payment in advance of service, the Company shall discontinue service without incurring any liability. Charges for succeeding month's service will be billed to customer 25 days prior to the beginning of that month. Notification will be given that service will be terminated at the end of the current month if payment is not made prior to the beginning of the succeeding month. Termination will not be made without 5 days written notice to customer.

Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.

Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

N. Discontinuance of Service (continued)

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

O. Cancellation of Service

1. If a customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period as set forth in this tariff all costs, fees and expenses reasonably incurred in connection with 1) all non-recurring charges reasonable expended by the Company to establish service to the customer, and 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the company on behalf of the customer.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

O. Cancellation of Service (continued)

2. The Company may discontinue the furnishings of any and/or all service(s) to the customer without incurring any liability immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to the following:
 - 2.1 The customer provides false information to the Company regarding the customer's address, past or current use of common carrier communications services, or its planned use of the Company's service(s), or
 - 2.2 The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service, or
 - 2.3 The customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - 2.3.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - 2.3.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 2.3.3 Any other fraudulent means or devices.
 - 2.4 Seven (7) days after sending the customer written notice of non-compliance with any provision of this tariff if the non-compliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

P. Application for Service

Service is installed and provided upon receipt of advance cash (or cash equivalent) payment.

Q. Cancellation of Application for Service

Applications for service may be canceled at any time prior to receipt of advance cash payment.

R. Moves, Adds, and Changes

Upon receipt of advance cash payment from customer, Company will add, delete, or change locations or features of specific lines and equipment. Company shall charge customer a non-recurring charge for such service.

S. Allowances for Interruption in Service

A credit allowance will be given on a per-line basis for any period during which any line subscribed to by customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by customer hereunder and shall be deducted by the customer on payment of next month's charges.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the customer reports a service to be interrupted and releases it for testing and repair.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line of two (2) hours or more during any one twenty-four period shall be considered as one (1) interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line in any twenty-four hour period.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

S. Allowances for Interruption in Service (continued)

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections:

1. Interruptions of 24 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 Minutes	None
30 Minutes - 2 Hours & 59 Minutes	1/10 Day
3 Hours - 5 Hours & 59 Minutes	1/5 Day
6 Hours - 8 Hours & 59 Minutes	2/5 Day
9 Hours - 11 Hours & 59 Minutes	3/5 Day
12 Hours - 14 Hours & 59 Minutes	4/5 Day
15 Hours - 24 Hours & 59 Minutes	One Day

2. Interruptions Over 24 Hours

Interruptions of more than twenty-four hours will be credited four (4) hours for each four-hour period or fraction thereof. No more than one full day's credit will be allowed in any twenty-four hour period.

LOCAL EXCHANGE SERVICES

Terms and Conditions (continued)

T. Limitations on Credit Allowances

1. No credit allowances will be made for:
 - 1.1 Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
 - 1.2 Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
 - 1.3 Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.
 - 1.4 Interruptions of service that occur or continue due to the customer's failure to authorize replacement of any element of special construction.
 - 1.5 Interruptions of service during any period when the customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements.
 - 1.6 Interruptions of service due to circumstances or causes beyond the control of Company.

LOCAL EXCHANGE SERVICES

RATES AND CHARGES

Services are available to Business and Residence customers. The classification of service as business is determined by the character of use of the service as stated in the Definitions Section of this tariff.

A. Local Exchange Service

Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a servicing central office that provides customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services is provided. Access to long-distance carriers, other telephone companies' caller-paid information services (e.g., 900, 976), or other services where charges are determined subsequent to the call are not provided through this individual access line.

1. Residence Service

The Monthly Charge per access line includes unlimited calling within the specified local calling area

Monthly Charge Per Line	\$49.95
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2. Business Service

The Monthly Charge per access line includes unlimited calling within the specified local calling area.

Monthly Charge Per Line	\$89.95
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The Company may, from time to time, make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made.

LOCAL EXCHANGE SERVICES

RATES AND CHARGES (continued)

B. Service Connection Charges

Service connection charges are non-recurring charges which apply to ordering, installing, or changing of local telephone service. One or more Service Connection Charges may apply to each customer order depending upon the work functions performed.

1. Description of Charges

- 1.1 Service Order Charge - Applies to receiving, recording and processing information necessary to execute a customer's request to connect, move or change telephone service. This charge applies when central office work is required and/or when a customer establishes a new account.
- 1.2 Record Order Charge - Applies to receiving, recording and processing information necessary to execute a customer's request where only the customer, company business office, directory or billing records are involved. This charge also applies to subsequent customer orders where no central office access work is necessary.
- 1.3 Central Office Work Charge - Applies to the work associated with the establishment or changing of the line connection in the central office.
- 1.4 Access Line Work Charge - Applies to performing work associated with the telephone line extending from the serving central office to the customer's premise. This includes, but is not limited to, cable cross-connections and connecting or moving the drop wire, protector or network interface device.
- 1.5 Premise Labor Charge - Applies to connect or modify lines or equipment at the customer's location. Charges are based upon the time spent at the customer's premises. Premise Labor Charges apply during regularly scheduled work hours (8 a.m. to 5 p.m. Monday through Friday). The minimum Premise Labor Charge is one-quarter (1/4) hour.
- 1.6 Premise Visit Charge - Applies to each trip to the customer's premise for work performed or trouble identified on the customer's side of the demarcation point. The Premise Visit Charge is waived if trouble is found to be in the Company's equipment (i.e. on the Company's side of the demarcation point).

LOCAL EXCHANGE SERVICES

RATES AND CHARGES (continued)

B. Service Connection Charges (continued)

2. Rates

	Non-Recurring Charges	
	Residence	Business
2.1 Service Order Charge	\$50.00	\$75.00
2.2 Record Order Charge	\$25.00	\$55.00
2.3 Central Office Work Charge	\$50.00	\$75.00
2.4 Access Line Work Charge	\$50.00	\$75.00
2.5 Premise Labor Charges (1/4 hr.)	\$30.00	\$35.00
2.6 Premise Visit Charge (per visit)	\$50.00	\$75.00

C. Custom Calling Services

Custom Calling Services are optional service arrangements of central office features furnished to individual line customers. The following custom calling features are available within the exchange area of all exchanges serviced by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features at the rates indicated:

	Monthly Rate	Non-Recurring Charge
Call Forwarding	\$ 6.95	\$15.00
Call Waiting	\$ 6.95	\$15.00
Call Return (*69)	\$ 6.95	\$15.00
Three-Way Calling	\$ 6.95	\$15.00
Speed Calling	\$ 6.95	\$15.00
Call Blocking	\$ 6.95	\$15.00
Last Number Redial	\$ 6.95	\$15.00
Voice Mail	\$ 9.95	\$35.00

The Company may, from time to time, make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made.

LOCAL EXCHANGE SERVICES

RATES AND CHARGES (continued)

D. The Company provides for a single directory listing in the alphabetical section (white pages) of the telephone directory published by the dominant exchange service provider in the customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory or in the Company's Directory Assistance Records. The company provides access to local Directory Assistance as well as Operator Assistance at the rates shown below:

	<u>Per Call</u>
Directory Assistance	\$0.31
Operator Assistance:	
General Assistance	\$0.80
Busy Line Verification	\$2.00
Busy Line Interrupt	\$4.00

September 22, 1998

DEPOSIT

DATE

Florida Public Service Commission
Division of Communications
Certification & Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

D012 #

SEP 24 1998

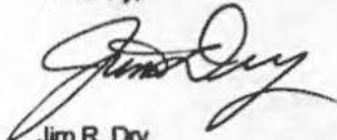
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Dear Sir or Madam:

Attached is our application for a license to operate as an Alternative Local Exchange Carrier within the state of Florida. Also enclosed is our application fee of \$250.

We are proposing to offer basic local service to residents and businesses Florida through the use of services offered by BellSouth Communications, Inc. I will be pleased to answer any questions you may have relative to this application.

Sincerely,



Jim R. Dry
Vice President

IMAGE ACCESS INC 0297
209 HECTOR AVE
METAIRIE, LA 70005

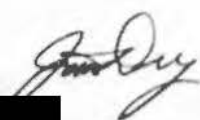
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DATE 9/22/98

14-9/850

Florida Public Service Commission \$ 250.00
Two Hundred Fifty and ^{no}/₁₀₀

 **HIBERNIA**
NATIONAL BANK
NEW ORLEANS, LOUISIANA



DOCUMENT NUMBER-DATE
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FPS-REGISTRATION/REPORTING