



October 2, 2000

**Via Overnight Delivery**

210 N. Park Ave.  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0870

001523-TI

RE: Initial Application and Tariff for Authority to Provide Interexchange  
Telecommunications Services within the State of Florida.  
**Congee Communications Corporation, d/b/a CommRad.com**

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application of Congee Communications Corporation, d/b/a CommRad.com. Also enclosed is a \$250 check to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes  
Consultant to  
Congee Communications Corporation, d/b/a  
CommRad.com

cc: John Han - CommRad.com  
file: Congee - FL  
tms: fli0000

Check received with filing and  
forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to RAR with proof of deposit.  
Initials of person who forwarded check:

DOCUMENT NUMBER-DATE

12516 OCT-38

FPSC-RECORDS/REPORTING

**FLORIDA PUBLIC SERVICE COMMISSION**

**DIVISION OF COMMUNICATIONS  
BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM  
for**

**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS  
SERVICE WITHIN THE STATE OF FLORIDA**

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**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
2540 Shumard Oak Boulevard  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600**

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6251**

1. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

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

- Original Authority** (new company)
- Approval of transfer** (to another certificated company)
- Approval of assignment of existing certificate** (to a noncertificated company)
- Approval for transfer of control** (To another certificated company.)

3. **Name of corporation, partnership, cooperative, joint venture or sole proprietorship:**

Congee Communications Corporation, d/b/a CommRad.com

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

CommRad.com

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

1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, California 90504  
Telephone: (310) 380-6887  
Facsimile: (310) 380-6812  
Toll-Free: (888) 350-8698

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

Not applicable.

**7. Structure of organization:**

- |   |  |
|---|--|
| <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"/> Other                          |  |

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

Not applicable.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
  - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.

9. **If incorporated, please give: Not applicable.**

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

**Corporate charter number: F00000002401**

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

Edwin F. Blanton, Esquire  
825 Thomasville Road  
Tallahassee, FL 32303

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

G00199900329

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

- (1) **adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.**
- (2) **officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.**

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

**(a) The application:**

Monique Byrnes  
Consultant to Congee Communications Corporation, d/b/a  
CommRad.com  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, Florida 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

**(b) Official Point of Contact for the ongoing operations of the company:**

John Han, Secretary  
Congee Communications Corporation, d/b/a  
CommRad.com  
1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, California 90504  
Telephone: (310) 380-6887  
Facsimile: (310) 380-6812  
Toll-Free: (888) 350-8698

**(c) Tariff:**

Monique Byrnes  
Consultant to Congee Communications Corporation, d/b/a  
CommRad.com  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, Florida 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

**(d) Complaints/Inquiries from customers:**

Ann-Marie Frank, Customer Care Manager  
Congee Communication Corporation, d/b/a  
CommRad.com  
1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, California 90504  
Telephone: (310) 380-6887 Ext 101  
Facsimile: (310) 380-6812  
Toll-Free: (888) 350-8698

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

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

None.

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

CommRad is in the process of applying for certification in all jurisdictions as a part of its goal of becoming a nationwide service provider.

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

Indiana and New Jersey.

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

None.

- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.**

None.

- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange carrier or other telecommunications entity, and the circumstances involved.**

None.

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

- |                                     |                        |                                |           |
|-------------------------------------|------------------------|--------------------------------|-----------|
| <input type="checkbox"/>            | Facilities             | <input type="checkbox"/>       | Operators |
| <input type="checkbox"/>            | Billing and Collection | <input type="checkbox"/>       | Sales     |
| <input type="checkbox"/>            | Maintenance            |                                |           |
| <input checked="" type="checkbox"/> | Other:                 | None anticipated at this time. |           |

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

Company has not yet begun offering service in any jurisdiction. Marketing plans are currently under development.

**14. Will your marketing program:**

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

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

Not applicable.

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

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Residential customers                        | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers  | <input type="checkbox"/> PATS station end-users        |
| <input type="checkbox"/> Hotels & motels   | <input type="checkbox"/> Hotel & motel guests          |
| <input type="checkbox"/> Universities  | <input type="checkbox"/> Univ. dormitory residents     |
| <input checked="" type="checkbox"/> Other: Anyone who uses the Company's service |  |

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

- (a) Will the name of your company appear on the bill for your services, and if not, who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?**

Yes, CommRad's name will appear on the bill.

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

The Company will utilize either LEC billing arrangements or in-house billing depending on the customer type.



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

**A. Financial capability.**

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including: 1. the balance sheet; 2. income statement; 3. statement of retained earnings

See Attachment III.

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 affirm that the financial statements are true and correct.

**B. Managerial capability.**

See Attachment IV.

**C. Technical capability.**

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

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

See Attachment II.

20. The applicant will provide the following interexchange carrier services (Check all that apply):

- MTS with distance sensitive per minute rates**
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800
- MTS with route specific rates per minute**
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800
- MTS with statewide flat rates per minute (i.e. not distance sensitive)**
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800
- MTS for pay telephone service providers.**
- Block of time calling plan (Reach Out Florida, Ring America, etc.)**
- 800 Service (Toll free)**
- WATS type service (Bulk or volume discount)**
- Method of access is via dedicated facilities
- Method of access is via switched facilities
- Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)**
- Travel service**
- Method of access is 950
- Method of access is 800
- 900 service**
- Operator Services**
- Available to presubscribed customers
- Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.
- Available to inmates
- Services included are:**
- Station assistance
- Person to person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

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

Customer will dial a toll-free access number, if applicable, plus the terminating telephone number. For travel card service calls: an 888 access number, plus identification number, plus the destination telephone number.

22. Other:

**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

**1. REGULATORY ASSESSMENT FEE:**

I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

**2. GROSS RECEIPTS TAX:**

I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.

**3. SALES TAX:**

I understand that a seven percent sales tax must be paid on intra and interstate revenues.

**4. APPLICATION FEE:**

A non-refundable application fee of \$250.00 must be submitted with the application.

**5. RECEIPT AND UNDERSTANDING OF RULES:**

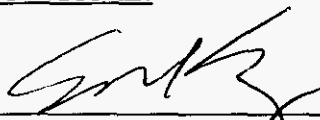
I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.

**6. ACCURACY OF APPLICATION:**

By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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

UTILITY OFFICIAL:



Edmond Eng, President & CEO  
Congee Communications Corporation, d/b/a  
CommRad.com  
1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, California 90504  
Telephone: (310) 380-6887  
Facsimile: (310) 380-6873  
Toll-Free: (888) 350-8698

9/27/00  
Date

**APPENDICES:**

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

**ATTACHMENTS:**

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

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

**CERTIFICATE OF TRANSFER STATEMENT**

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_, of (NAME OF COMPANY)  
\_\_\_\_\_, and current holder of  
certificate number \_\_\_\_\_, have reviewed this application and join  
in the petitioner's request for a transfer of the above-mention certificate.

**NOT APPLICABLE**

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Edmond Eng  
President & CEO  
Congee Communications Corporation, d/b/a  
CommRad.com  
1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, CA 90504  
Telephone: (310) 380-6887  
Facsimile: (310) 380-6812  
Toll-Free: (888) 350-8698

\_\_\_\_\_  
Date

**\*\* APPENDIX B \*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

UTILITY OFFICIAL:



\_\_\_\_\_  
Edmond Eng, President & CEO  
Congee Communications Corporation, d/b/a  
CommRad.com  
1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, CA 90504  
Telephone: (310) 380-6887  
Facsimile: (310) 380-6812  
Toll-Free: (888) 350-8698

9/27/00  
\_\_\_\_\_  
Date





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

Not applicable.

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

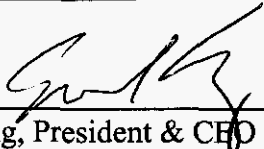
(a) What services have been provided and when did these service begin?

Not applicable.

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

Not applicable.

UTILITY OFFICIAL:



\_\_\_\_\_  
Edmond Eng, President & CEO  
Congee Communications Corporation, d/b/a  
CommRad.com  
1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, CA 90504  
Telephone: (310) 380-6887  
Facsimile: (310) 380-6812  
Toll-Free: (888) 350-8698

\_\_\_\_\_  
Date

9/27/00

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

**FLORIDA TELEPHONE EXCHANGES  
AND  
EAS ROUTES**

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

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

**\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\***

Extended Service Area with These Exchanges:

PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.

TAMPA:

Central  
East  
North  
South  
West

None  
Plant City  
Zephyrhills  
Palmetto  
Clearwater

CLEARWATER:

St. Petersburg, Tampa-West and Tarpon Springs.

ST. PETERSBURG:

Clearwater

LAKELAND:

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

ORLANDO:

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

WINTER PARK:

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

TITUSVILLE:

Cocoa and Cocoa Beach.

COCOA:

Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE:

Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA:

Bradenton, Myakka and Venice.

FT. MYERS:

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

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

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

FT. LAUDERDALE:

Coral Springs, Deerfield Beach, Hollywood  
and Pompano Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and Perrine.

CommRad intends to offer service throughout the State of Florida.

**ATTACHMENT I**  
**AUTHORITY TO OPERATE IN FLORIDA**

# State of Florida



Department of State

I certify from the records of this office that COMMRAD.COM is a Fictitious Name registered with the Department of State on July 18, 2000.

The Registration Number of this Fictitious Name is G00199900329.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Eighteenth day of July, 2000



CR2EO?? (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

**Section 1**

1. CommRad.Com  
Fictitious Name to be Registered

---

2. 14000 Tahiti Way, P38  
Mailing Address of Business

Marina del Rey, CA 90292  
City State Zip Code

3. Florida County of principal place of business: Leon

---

4. FEI Number: 95-4752316



This space for office use only

**Section 2**

**A. Owner(s) of Fictitious Name if Individual(s): (Use an attachment if necessary):**

1. _____ Last First M.I.	2. _____ Last First M.I.
_____ Address	_____ Address
_____ City State Zip Code	_____ City State Zip Code
SS# _____	SS# _____

**B. Owner(s) of Fictitious Name if other than Individuals(s): (Use attachment if necessary):**

1. <u>CONGEE COMMUNICATIONS CORPORATION</u> Entity Name	2. _____ Entity Name
<u>14000 Tahiti Way, P38</u> Address	_____ Address
<u>Marina del Rey, CA 90292</u> City State Zip Code	_____ City State Zip Code
Florida Registration Number <u>F00000002401</u>	Florida Registration Number _____
FEI Number: <u>95-4752316</u>	FEI Number: _____
<input type="checkbox"/> Applied for <input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Applied for <input checked="" type="checkbox"/> Not Applicable

**Section 3**

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

[Signature] 7-6-00  
Signature of Owner Date

Phone Number: 310-305-0392

**Section 4**

FOR CANCELLATION COMPLETE SECTION 4 ONLY:  
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name \_\_\_\_\_  
\_\_\_\_\_ which was registered on \_\_\_\_\_ and was assigned registration number \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner Date

\_\_\_\_\_  
Signature of Owner Date

Mark the applicable boxes:  Certificate of Status - \$10  Certified Copy - \$30  
Filing Fee: \$50

Note: Acknowledgements/certificates will be sent to the address in Section 1 only. CR4F-001 (5/96)

# State of Florida



## Department of State

I certify from the records of this office that CONGEE COMMUNICATIONS CORPORATION, is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on April 21, 2000.

The document number of this corporation is F00000002401.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

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

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Second day of May, 2000



CH2LO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State



### APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

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

2. Delaware (State or country under the law of which it is incorporated) 3. 95-4752316 (FEI number, if applicable)

4. January 12, 2000 (Date of Incorporation) 5. Perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. Upon qualification (Date first transacted business in Florida. (SEE SECTIONS 607.1501, 607.1502, AND 817.155, F.S.))

7. 14000 Tahiti Way, P38  
Marina del Rey, CA 90292  
(Current mailing address)

8. To provide telecommunication and other communication media services (Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

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

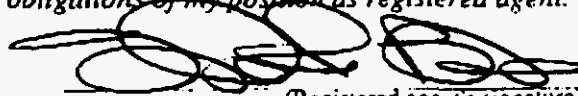
Name: Edwin F. Blanton

Office Address: 825 Thomasville Road

Tallahassee, Florida, 32303  
(Zip Code)

10. Registered agent's acceptance:

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

  
(Registered agent's signature)

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

NO APR 21 PM 4:58  
SECRETARY OF STATE  
FLORIDA

FILED

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

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

Chairman: SEE ATTACHED LIST

Address:

Vice Chairman:

Address:

Director:

Address:

Director:

Address:

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

President: SEE ATTACHED LIST

Address:

Vice President:

Address:

Secretary:

Address:

Treasurer:

Address:

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

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

14. John Han Secretary (Typed or printed name and capacity of person signing application)



**CERTIFICATE OF INCORPORATION**  
**OF**  
**CONGEE COMMUNICATIONS CORPORATION**

(a Delaware Corporation)

**ARTICLE I**

The name of this Corporation is Congee Communications Corporation.

**ARTICLE II**

The address of the registered office of the Corporation in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of the registered agent at that address is Corporation Service Company.

**ARTICLE III**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**ARTICLE IV**

The name of the Corporation's incorporator is Richard C. Leska and the incorporator's mailing address is Two Embarcadero Place, 2200 Geng Road, Palo Alto, California 94303-0913.

**ARTICLE V**

A. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Blank Check Preferred Stock." The total number of shares which the Corporation is authorized to issue is twenty-five million (25,000,000) shares. Twenty million (20,000,000) shares shall be Common Stock, \$0.00001 per value per share, and five million (5,000,000) shares shall be Preferred Stock, \$0.00001 per value per share.

B. The Board of Directors of the Corporation may issue Preferred Stock from time to time in one or more series. The Board of Directors of the Corporation is hereby authorized to adopt a resolution or resolutions from time to time, within the limitations and restrictions stated in this Certificate of Incorporation, to fix or alter the voting powers, designations, preferences, rights, qualifications, limitations and restrictions of any wholly unissued class of Preferred Stock,

DO NOT WRITE IN THESE SPACES



**ARTICLE X**

Meetings of stockholders of the Corporation may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the corporation may be kept (subject to any provision contained in any applicable statute) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors of the Corporation or in the Bylaws of the Corporation.

**ARTICLE XI**

Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

**ARTICLE XII**

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation this 12<sup>th</sup> day of January, 2000.

  
\_\_\_\_\_  
Richard C. Leaka,  
Incorporator

State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "CONGEE COMMUNICATIONS CORPORATION", FILED IN THIS OFFICE ON THE TENTH DAY OF APRIL, A.D. 2000, AT 9 O'CLOCK A.M.



*Edward J. Freel*

Edward J. Freel, Secretary of State

3157298 8100

001191518

AUTHENTICATION: 0381988

DATE: 04-14-00

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
CONGEE COMMUNICATIONS CORPORATION

Congee Communications Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware DOES HEREBY CERTIFY:

FIRST: The original Certificate of Incorporation of Congee Communications Corporation was filed with the Secretary of State of Delaware on January 12, 2000.

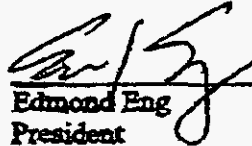
SECOND: The Amended and Restated Certificate of Incorporation of Congee Communications Corporation in the form attached hereto as Exhibit A has been duly adopted in accordance with the provisions of Sections 245 and 242 of the General Corporation Law of the State of Delaware by the directors and stockholders of the Corporation.

THIRD: The Amended and Restated Certificate of Incorporation so adopted reads in full as set forth in Exhibit A attached hereto and is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, Congee Communications Corporation has caused this Certificate to be signed by the President and the Assistant Secretary this 10th day of April, 2000.

CONGEE COMMUNICATIONS CORPORATION

By

  
Edmond Eng  
President

ATTEST:

By

  
Richard C. Leska  
Assistant Secretary



AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
CONGEE COMMUNICATIONS CORPORATION

**FIRST:** The name of the corporation (hereinafter called the "Corporation") is Congee Communications Corporation

**SECOND:** The address of the registered office of the Corporation in the State of Delaware is 1013 Centre Road, City of Wilmington, County of New Castle, and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:**

A. This Corporation is authorized to issue two classes of shares to be designated respectively Preferred Stock ("Preferred Stock") and Common Stock ("Common Stock"). The total number of shares of capital stock that the Corporation is authorized to issue is Forty Million (40,000,000). The total number of shares of Preferred Stock this Corporation shall have authority to issue is Ten Million (10,000,000). The total number of shares of Common Stock this Corporation shall have authority to issue is Thirty Million (30,000,000). The Preferred Stock shall have a par value of \$0.00001 per share and the Common Stock shall have a par value of \$0.00001 per share.

B. The Preferred Stock shall be divided into series. The first series shall consist of Ten Million (10,000,000) shares and is designated "Series A Preferred Stock."

C. The powers, preferences, rights, restrictions, and other matters relating to the Series A Preferred Stock are as follows:

1. Dividends.

a. The holders of the Series A Preferred Stock shall be entitled to receive dividends at the rate of \$0.0325 per share (as adjusted for any stock dividends, combinations or splits with respect to such shares) per annum, payable out of funds legally available therefor. Such dividends shall be payable only when, as, and if declared by the Board of Directors and shall be non-cumulative.

No dividends (other than those payable solely in the Common Stock of the Corporation) shall be paid on any Common Stock of the Corporation during any fiscal year of the Corporation until dividends in the total amount of \$0.0325 per share (as adjusted for any stock dividends, combinations or splits with respect to such shares) on the Series A Preferred Stock shall have been paid or declared and set apart during that fiscal year and any prior year in which dividends accumulated but remain unpaid.

b. In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights to purchase any such securities or evidences of indebtedness, then, in each such case the holders of the Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though the holders of the Series A Preferred Stock were the holders of the number of shares of Common Stock of the Corporation into which their shares of Series A Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

## 2. Liquidation Preference.

a. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock by reason of their ownership thereof, the amount of \$0.65 per share (as adjusted for any stock dividends, combinations or splits with respect to such shares) plus all declared but unpaid dividends on such share for each share of Series A Preferred Stock then held by them. If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

b. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, and subject to the payment in full of the liquidation preferences with respect to the Series A Preferred Stock as provided in subparagraph (a) of this Section C.2, the entire remaining assets and funds of the Corporation legally available for distribution shall be distributed among the holders of the Common Stock in proportion to the shares of Common Stock then held by them.

c. For purposes of this Section C.2, (i) any acquisition of the Corporation by means of merger or other form of corporate reorganization in which outstanding shares of the Corporation are exchanged for securities or other consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary (other than a mere reincorporation transaction) or (ii) a sale of all or substantially all of the assets of the Corporation, shall be treated as a liquidation, dissolution or winding up of the Corporation and shall entitle the holders of Series A Preferred Stock to receive at the closing in cash, securities or other property (valued as provided in Section C.2(d) below) amounts as specified in Section C.2(a) above.

d. Whenever the distribution provided for in this Section C.2 shall be payable in securities or property other than cash, the value of such distribution shall be the fair market value of such securities or other property as determined in good faith by an independent competent appraiser engaged by the Board of Directors. The Corporation shall give prompt written notice of such appraiser's valuation to all stockholders.



c. Mechanics of Conversion.

(i) Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at such office that he elects to convert the same and shall state therein the name or names in which he wishes the certificate or certificates for shares of Common Stock to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the shares of Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(ii) If the conversion is in connection with an underwritten offering of securities pursuant to the Securities Act, the conversion may, at the option of any holder tendering shares of Series A Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock upon conversion of the Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities.

d. Adjustments to Conversion Price for Certain Diluting Issues.

(i) Special Definitions. For purposes of this Section C.5(d), the following definitions apply:

(1) "Options" shall mean rights, options, or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities (defined below).

(2) "Original Issue Date" shall mean the date on which a share of Series A Preferred Stock was first issued.

(3) "Convertible Securities" shall mean any evidences of indebtedness, shares (other than Common Stock and Series A Preferred Stock) or other securities convertible into or exercisable or exchangeable, directly or indirectly, for Common Stock.

(4) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section C.5(d)(iii), deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:



(1) no further adjustments in the Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock Issuable, upon the exercise, conversion or exchange thereof, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities (provided, however, that no such adjustment of the Conversion Price shall effect Common Stock previously issued upon conversion of the Preferred Stock);

(3) upon the expiration of any Options or the termination of any rights to convert any Convertible Security, the Conversion Price, to the extent in any way affected by or computed using such Options or rights to convert Convertible Securities, shall be recomputed to reflect the issuance of only the number of Additional Shares of Common Stock (and Options and Convertible Securities that remain in effect) actually issued upon the exercise of such Options or upon the conversion or exchange of such Convertible securities; and

(4) no readjustment pursuant to clause (2) or (3) above shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (a) the Conversion Price on the original adjustment date, or (b) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event this Corporation, at any time after the Original Issue Date shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section C.4(d)(iii)) without consideration or for a consideration per share less than the Conversion Price with respect to any series of Preferred Stock in effect on the date of and immediately prior to such issue, then and in such event, the Conversion Price for such series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Conversion Price in effect immediately prior to such issuance, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued. For the purpose of the above calculation, the number of shares of Common Stock outstanding immediately prior to such issue shall be calculated on a fully diluted basis, as if all shares of Series A Preferred Stock and all Convertible Securities had been fully



converted into shares of Common Stock and any outstanding warrants, options or other rights for the purchase of shares of stock or convertible securities had been fully exercised (and the resulting securities fully converted into shares of Common Stock, if so convertible) as of such date.

(v) Determination of Consideration. For purposes of this Section C.4(d), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property: Such consideration shall:

(A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest or accrued dividends;

(B) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board; and

(C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section C.4(d)(iii), relating to Options and Convertible Securities shall be determined by dividing:

(A) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(B) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against the dilution) issuable upon the exercise of such Options or conversion or exchange of such Convertible Securities.

e. Adjustments to Conversion Prices for Stock Dividends and for Combinations or Subdivisions of Common Stock. In the event that this Corporation at any time or from time to time after the Original Issue Date shall declare or pay, without consideration, any dividend on the Common Stock payable in Common Stock or in any right to

acquire Common Stock for no consideration, or shall effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by stock split, reclassification or otherwise than by payment of a dividend in Common Stock or in any right to acquire Common Stock), or in the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, then the Conversion Price for any series of Preferred Stock in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate. In the event that this Corporation shall declare or pay, without consideration, any dividend on the Common Stock payable in any right to acquire Common Stock for no consideration then the Corporation shall be deemed to have made a dividend payable in Common Stock in an amount of shares equal to the maximum number of shares issuable upon exercise of such rights to acquire Common Stock.

f. Adjustments for Reclassification and Reorganization. If the Common Stock issuable upon conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in Section C.4(e) above or a merger or other reorganization referred to in Section C.2(c) above), the Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series A Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of the Series A Preferred Stock immediately before that change.

g. No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section C.4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment.

h. Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of any Conversion Price pursuant to this Section C.4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock a certificate executed by the Corporation's President or Chief Financial Officer setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price for such series of Preferred Stock at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred Stock.



**l. Notices of Record Date.** In the event that the Corporation shall propose at any time: (i) to declare any dividend or distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus; (ii) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights; (iii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or (iv) to merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all of its assets, or to liquidate, dissolve or wind up;

Then, in connection with each such event, the Corporation shall send to the holders of Series A Preferred Stock: (1) at least twenty (20) days prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights (and specifying the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (iii) and (iv) above; and (2) in the case of the matters referred to in (iii) and (iv) above, at least twenty (20) days prior written notice of the date when the same shall take place (and specifying the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon the occurrence of such event).

**j. Issue Taxes.** The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Series A Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

**k. Reservation of Stock Issuable Upon Conversion.** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate.

**l. Fractional Shares.** No fractional share shall be issued upon the conversion of any share or shares of Series A Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise

entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors).

m. Notices. Any notice required by the provisions of this Section C.4 to be given to the holders of shares of Series A Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

5. Restrictions and Limitations. So long as any shares of Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent by the holders of at least a majority of the then outstanding shares of the Series A Preferred Stock:

a. redeem, purchase, or otherwise acquire for value (or pay into or set aside for a sinking fund for such purposes) any share or shares of Preferred Stock otherwise than by conversion in accordance with Section C.4 hereof;

b. redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) at any time prior to April \_\_, 2003, any of the Common Stock, provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Company or any subsidiary pursuant to agreements under which the Company has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment;

c. authorize or issue, or obligate itself to issue, any other equity security (including any security convertible into or exercisable for any equity security) senior to or on a parity with the Preferred Stock as to dividend rights or liquidation preferences, other than issuances pursuant to a stock option plan approved by the Board of Directors, in connection with strategic alliances or partnership transactions approved by the Board of Directors, and conversion or exchange of the Corporation's outstanding debt securities for equity securities; or

d. issue any additional shares of Series A Preferred Stock for consideration that does not equal or exceed \$0.65 per share other than issuances pursuant to a stock option plan approved by the Board of Directors and in connection with strategic alliances or partnership transactions approved by the Board of Directors;

e. effect a sale of all or substantially all of the Corporation's assets or the acquisition of the Corporation by another entity by means of merger or consolidation resulting in the exchange of the outstanding shares of the Corporation's capital stock for securities or consideration issued, or caused to be issued, by the acquiring entity or its subsidiary, such that the stockholders of the Corporation immediately prior to the transaction hold less than 50% of the voting equity securities of the surviving or acquiring corporation; or

f. amend its Certificate of Incorporation or Bylaws, or waive compliance with any provision hereof or thereof, in a manner that materially adversely affects or changes the preferences, privileges or rights of the Series A Preferred Stock.

6. No Reissuance of Series A Preferred Stock. No share or shares of Series A Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

FIFTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power, subject to the provisions of Section C.5 of Article FOURTH, both before and after receipt of any payment for any of the Corporation's capital stock, to adopt, amend, repeal or otherwise alter the Bylaws of the Corporation without any action on the part of the stockholders; provided, however, that the grant of such power to the Board of Directors shall not divest the stockholders of nor limit their power, subject to the provisions of Section C.6 of Article FOURTH, to adopt, amend, repeal or otherwise alter the Bylaws.

SIXTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

SEVENTH: The Corporation reserves the right to adopt, repeal, rescind or amend in any respect any provisions contained in this Amended and Restated Certificate of Incorporation in the manner now or hereafter prescribed by applicable law, and all rights conferred on stockholders herein are granted subject to this reservation.

EIGHTH: A director of the Corporation shall, to the full extent permitted by the Delaware General Corporation Law as it now exists or as it may hereafter be amended, not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Neither any amendment nor repeal of this Article EIGHTH, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with the Article EIGHTH, shall eliminate or reduce the effect of this Article EIGHTH in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article EIGHTH, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

**ATTACHMENT II**  
**PROPOSED TARIFF**

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Congee Communications Corporation, d/b/a CommRad.com with its principal office located at 1995 West 190<sup>th</sup> Street, Suite 200, Torrance, California 90504. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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ISSUED: October 3, 2000

EFFECTIVE:

ISSUED BY: Edmond Eng, President & CEO  
Congee Communications Corporation  
1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, California 90504

*fli0000*

**CHECK SHEET**

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION LEVEL</b>
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29	Original *
30	Original *

\* included in this filing

ISSUED: October 3, 2000

EFFECTIVE:

ISSUED BY: Edmond Eng, President & CEO  
Congee Communications Corporation  
1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, California 90504

*fl:0000*

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ISSUED: October 3, 2000

EFFECTIVE:

ISSUED BY: Edmond Eng, President & CEO  
Congee Communications Corporation  
1995 West 190<sup>th</sup> Street, Suite 200  
Torrance, California 90504

*fli0000*

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### SYMBOLS

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

- D Deleted or Discontinued Material
- I Change Resulting In An Increase To A Customer's Bill
- M Moved From or To Another Tariff Location
- N New Material
- R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text or Regulation But No Change In Rate or Charge

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## SYMBOLS

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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

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## SECTION 1 -TERMS AND ABBREVIATIONS

### 1.1 Definitions

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Authorized User** - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

**Commission** - Refers to the Florida Public Service Commission.

**CommRad** - Used throughout this tariff to refer to Congee Communications Corporation, d/b/a CommRad.com.

**Company or Carrier** - Congee Communications Corporation, d/b/a CommRad.com, unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.1 Definitions, (Cont'd.)**

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**LATA** - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Personal Identification Number (PIN)** - See Authorization Code.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**2.1 Abbreviations**

**LATA** - Local Access Transport Area

**LDA** - Local Distribution Area

**LEC** - Local Exchange Carrier

**MTS** - Message Toll Service

**NSF** - Non-Sufficient Funds

**OSP** - Operator Service Provider

**PBX** - Private Branch Exchange

**SAL** - Special Access Line

**V&H** - Vertical and Horizontal

**WATS** - Wide Area Telephone Service

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of CommRad.com

CommRad's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this Tariff.

CommRad provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. CommRad may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the CommRad services. The Customer shall be responsible for all charges due for such service arrangement.

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 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Limitations of Service**

- 2.3.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.4 Assignment and Transfer**

All facilities provided under this tariff are directly or indirectly controlled by CommRad and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Liability of the Company**

- 2.5.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Billing and Payment for Service**

**2.6.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida Public Service Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Billing and Payment for Service, (Cont'd.)**

**2.6.2 Deposits**

The Company does not require Customer deposits.

**2.6.3 Advance Payments**

The Company does not require Advance Payments.

**2.6.4 Late Payment Fees**

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida state law.

**2.6.5 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Florida law and Florida Public Service Commission regulations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Billing and Payment for Service, (Cont'd.)**

**2.6.6 Billing Dispute**

- .1 Any objections to billed charges must be reported to the Company or its billing agent in writing within thirty (30) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- .2 Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- .3 Customers may contact the Company's business office at the following toll free number: 1-888-350-8698.
- .4 If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Florida Public Service Commission  
Division of Communications  
2540 Shumard Oak Boulevard  
Gerald L. Gunter Building, Room 270  
Tallahassee, FL 32399-0850

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Taxes and Fees**

- 2.7.1 All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- 2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Refunds or Credits for Service Outages or Deficiencies**

**2.8.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

**2.8.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Cancellation or Termination of Service by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.10 Refusal or Discontinuance by Company**

**2.10.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. CommRad will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Refusal or Discontinuance by Company, (Cont'd.)**

**2.10.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) working days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C.** For use of telephone service for any purpose other than that described in the application.
- D.** For neglect or refusal to provide reasonable access to CommRad or its agents for the purpose of inspection and maintenance of equipment owned by CommRad or its agents.
- E.** With five (5) working days notice for noncompliance with or violation of Commission regulation or CommRad's rules and regulations on file with the Commission.
- F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect CommRad's equipment or service to others.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Refusal or Discontinuance by Company, (Cont'd.)**

**2.10.2 (Cont'd.)**

- G.** Without notice in the event of tampering with the equipment or services owned by CommRad or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, CommRad may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.12 Interconnection**

Service furnished by CommRad may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with CommRad's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.13 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of CommRad's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.14 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1 General

CommRad provides travel card service for communications originating and terminating within the State of Florida. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of CommRad's services and network.

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

#### 3.2 Timing of Calls

Billing for calls placed over the CommRad network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.3 Rate Periods**

The Company does not offer time-of-day rates.

**3.4 Holidays**

The Company does not offer Holiday rates.

**3.5 Mileage Calculation**

The Company does not offer distance-sensitive rates.

**3.6 Minimum Call Completion Rate**

The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.7 Miscellaneous Rates and Charges**

**3.7.1 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call:           \$0.24

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.8 CommRad Basic Service Plan**

CommRad Basic Service Plan is an outbound calling plan that is accessed via a Company-designated toll-free access number. Calls are billed in thirty (30) second increments following a minimum billing period of thirty (30) seconds. There is no monthly minimum usage and no per call charge. The plan does not require that the Customer be presubscribed to the Company, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to a Subscriber. Calls made away from home or office will require the use of a PIN.

Customers may choose to handle payment through a commercial credit card arrangement or bank draft. Customers will be billed directly by the Company. An email message will be sent to the Customer notifying the Customer of billing detail availability. Customers will be able to access call detail and billing records on-line via the Company's web site.

**A. Individual Plan**

Individual Plan Customers receive an automatic credit each month based on the usage of the previous month. The credit is equal to ten percent (10%) of the total monthly usage, excluding fees, taxes and assessments. This credit is listed as a separate line item on the bill and is applied to the bill in which the credit appears.

Individual Plan Customers who successfully refer 5 or more new customers to CommRad Basic Service will receive a credit for the first six months the referred customers remain with the service. The credit will equal five percent (5%) of the total monthly usage from all five customers, excluding fees, taxes and assessments.

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Torrance, California 90504

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.8 CommRad Basic Service Plan, (Cont'd.)**

**B. Group Plan**

The Group Plan allows organizations with multiple users to combine all billing into a single account yet still track usage by individual user. The Group Plan requires at least five individual users, each of whom will be identified by a PIN.

Group Plan members receive an automatic credit each month based on the usage of the previous month. The credit is equal to ten percent (10%) of the total monthly usage, excluding fees, taxes and assessments. This credit is listed as a separate line item on the bill and is applied to the bill in which the credit appears. Only one individual, designated in the Group Plan as the financially responsible party, will receive a bill for the entire group

Group Plan members who successfully refer 5 or more new customers to CommRad Basic Service will receive a credit for the first six months the referred customers remain with the service. The credit will equal five percent (5% ) of the total monthly usage from all five customers, excluding fees, taxes and assessments.

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**SECTION 4 - RATES**

**4.1 Exemptions and Special Rates**

**4.1.1 Discounts for Hearing Impaired Customers**

- A. A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

**4.1.2 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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**SECTION 4 - RATES, (CONT'D.)**

**4.1 Exemptions and Special Rates, (Cont'd.)**

**4.1.3 Operator Assistance for Handicapped Persons**

Operator station surcharges will be waived for operator assistance to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap.

**4.1.4 Directory Assistance for Handicapped Persons**

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

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**SECTION 4 - RATES, (CONT'D.)**

**4.2 Public Telephone Surcharge**

Rate per Call: \$0.24

**4.3 CommRad Basic Service Plan**

Calls are billed in thirty (30) second increments following a minimum billing period of thirty (30) seconds.

**A. Individual Plan**

Rate per Minute \$0.065

**B. Group Plan**

Rate per Minute \$0.065

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**SECTION 5 - CONTRACTS AND PROMOTIONS**

**5.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**5.2 Promotions**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

**5.2.1 \$6 FreeTime Promotion**

The company will initiate a direct and electronic mail campaign to attract Customers. Respondents will be instructed to log on to the Company's website and enter a specific promotion code contained in the direct or electronic mail piece they received. The first 5,000 people who respond to this promotion by signing up for CommRad Basic Service will receive \$6 of calling time to any destination in the world that the Company serves, at no charge.

**5.2.2 \$20 FreeCallingTime Promotion**

The company will initiate a direct and electronic mail campaign to attract Customers. Respondents will be instructed to log on to the Company's website and enter a specific promotion code contained in the direct or electronic mail piece they received. The first 5,000 people who respond to this promotion by signing up for CommRad Basic Service will receive \$20 of calling time to any destination in the world that the Company serves, at no charge. The \$20 will be credited to the Customer's account in increments of \$1.66 per month for twelve (12) consecutive months. If Customers do not use their credits during a monthly billing period, the credits will be cumulative and shall be added to credits in the following monthly billing period. There is no expiration date on unused credits.

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**ATTACHMENT III**  
**FINANCIAL STATEMENTS**

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.

**ATTACHMENT III - A**  
**FINANCIAL CAPABILITIES**

As evidenced by the attached financial statements, the Company has sufficient financial capability to provide and maintain the services it proposes to offer in the state of Florida.

**Balance Sheet**

As of July 1, 2000

	<u>Jul 1, '00</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Bank of America CA	150,000.00
Bank of America IL	100.00
Well Fargo CD (LOC)	30,000.00
Wells Fargo - Basic Checking	8,870.60
Wells Fargo - Premier Mkt Rate	<u>2,419,118.32</u>
<b>Total Checking/Savings</b>	<b>2,608,088.92</b>
<b>Other Current Assets</b>	
Prepaid Filing Fees (PUC)	32,500.00
Prepaid Port Lease (SwitchPort)	20,000.00
<b>Total Other Current Assets</b>	<u>52,500.00</u>
<b>Total Current Assets</b>	<b>2,660,588.92</b>
<b>Fixed Assets</b>	
Computers - Laptop	5,757.35
Computers - PC	36,158.95
Equipment-Server	1,300.00
Equipment - Telephone	19,854.93
<b>Furniture</b>	
Office Furniture	23,714.77
Stools	467.67
<b>Total Furniture</b>	<u>24,182.44</u>
<b>Total Fixed Assets</b>	<u>87,253.67</u>
<b>TOTAL ASSETS</b>	<b><u>2,747,842.59</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
Direct Deposit Liabilities	6,054.48
Payroll Liabilities	<u>2,012.26</u>
<b>Total Other Current Liabilities</b>	<u>8,066.74</u>
<b>Total Current Liabilities</b>	<u>8,066.74</u>
<b>Total Liabilities</b>	8,066.74
<b>Equity</b>	
Capital Stock	3,619,779.90
Net Income	<u>-880,004.05</u>
<b>Total Equity</b>	<u>2,739,775.85</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>2,747,842.59</u></b>

**ATTACHMENT IV**  
**MANAGERIAL AND TECHNICAL CAPABILITIES**

MANAGEMENT PROFILES

**Edmond Eng, President & CEO:**

Mr. Eng is the founder and Chief Executive Officer of Congee Communications Corporation. In this capacity he is responsible for the strategic direction and financial viability of the Company. His experience with start up organizations includes being one of five founding members of ABN AMRO Rothschild Asian investment banking team, instrumental in growing the franchise to approximately 400 from 1994 to 1999, introducing a record number of "first" lead transactions across markets (Taiwan, Korea, Thailand, Philippines, Indian and Pakistan) and products (GDR, ECB, government privatization and asset swap transactions). Mr. Eng is a Member of the Board of Directors/Advisors to Cen Communications Corporation, a leading pan-Asian IP telephony services company scheduled for a NASDAQ listing in April/May 2000. A Member of ABN AMRO Rothschild Asian Management Committee. Mr. Eng is a graduate of Columbia University.

**Kim Mena, Vice President - Marketing:**

Ms. Mena is the Vice President of Marketing for Congee Communications Corporation. Prior to joining Congee, Ms. Mena founded and acted as principal of Wireless Insight, a strategic marketing consulting firm focused in the areas of e-commerce, on-line/off-line integration, strategic messaging, marketing communications, research and planning. Prior to founding Wireless Insight in 1998, Ms. Mena successfully launched Sprint PCS' branding and marketing effort in Southern California as their Director of Marketing. Under her direction, Sprint PCS reached 157% of their launch sales goal. Prior to joining Sprint PCS, Ms. Mena held advertising agency planning posts with TWA/Chiat Day and Darcy, Marius, Benton & Bowls where she consulted clients as diverse as Burger King, Nissan/Infinito, Blockbuster Music and Air touch and helped plan several award winning campaigns including Nissan's "Enjoy the Ride" which won a Diamond Echo Award amongst other honors. Ms. Mena is a graduate of Belmont College and Vanderbilt University.

**Norbert Hsu - Vice President - Strategy:**

Norbert Hsu is Vice President of Strategic Planning/Business Development for Congee Communications Corporation. Prior to joining Congee, Mr. Hsu was a Senior Associate Consultant with Bain & Company (1995-1998) where his experience spanned work in the Telecommunications and Media Markets, Private Equity Group, and Business Development in offices in Los Angeles, London and Hong Kong. In this capacity Mr. Hsu evaluated opportunities to enter the Asian wireless market, developed strategies for China and Indonesia, established valuation benchmarks to assist in merger negotiations of a telecommunication and cable entity, and worked with senior management from a telecommunications provider on their operations with Smith Barney In. (1994-1995 Hong Kong) where he focused on corporate finance and mergers and acquisitions. Mr. Hsu has attended the MIT Sloan School of Management, Kennedy School of Government, Harvard University, and is a graduate of the Wharton School, University of Pennsylvania.