

**S W E N S O N
P E T R O N I
ATTORNEYS & COUNSELORS**

Sent Via Fedex

March 31, 2000

Attention: Secretary
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd
Tallahassee, Florida 32399-0850

000400-TI

Re: Application of Com Tech International Corporation d/b/a CTIC.

To Whom It May Concern:

Enclosed herein please find an original and six (6) copies of the Com Tech International Corporation d/b/a CTIC for an original Certificate of Public Convenience and Necessity to provide telecommunications services in the state of Florida, specifically facilities-based IntraState InterLata and IntraLata Interexchange Services. The Company has also enclosed a filing fee of \$250.00.

I have also enclose a copy for our files, which I would appreciate if you would date stamp and return in the enclosed self address envelope.

I have enclosed financial information concerning the above-mentioned applicant marked "Confidential" and enclosed in a separate sealed envelope. The company desires to maintain the confidential nature of this information, and hereby requests that the Commission maintain such information under seal, to the extent such treatment is acceptable and in conformance with Commission rules.

Thank you for your assistance. Please direct any communications regarding this matter to the undersigned.


Sincerely,



Steven E. Swenson
Com Tech International Corporation d/b/a CTIC.

Enclosures

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

Initials of person who forwarded check


DOCUMENT NUMBER-DATE

04113 APR - 8

FPSC-RECORDS/REPORTING

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

Original certificate (new company).

000400-TI

Approval of transfer of existing certificate:

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:

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

Approval of transfer of control:

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

2. Name of company:

COM TECH INTERNATIONAL CORPORATION

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

"COMMUNICATIONS INTERNATIONAL CORP." and "CTIC"

4. Official mailing address (including street name & number, post office box, city, state, zip code):

6001 BROKEN SOUND PARKWAY, NW

BOCA RATON, FL 33487

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

SAME

6. Select type of business your company will be conducting \sqrt (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 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.

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 Individual, provide: N/A

Name: N/A

Title: N/A

Address: N/A

City/State/Zip: N/A

Telephone No.: N/A Fax No.: N/A

Internet E-Mail Address: N/A

Internet Website Address: N/A

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State Corporate Registration number: N/A

10. **If foreign corporation**, provide proof of authority to operate in Florida: SEE EXHIBIT "E"

(a) The Florida Secretary of State Corporate Registration number: F98000006233

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) The Florida Secretary of State fictitious name registration number: SEE EXHIBIT "A"

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) The Florida Secretary of State registration number: N/A

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: N/A

Title: N/A

Address: N/A

City/State/Zip: N/A

Telephone No.: N/A Fax No.: _____

Internet E-Mail Address: N/A

Internet Website Address: N/A

14. **If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.** N/A

(a) The Florida registration number: N/A

15. Provide **F.E.I. Number** (if applicable): 0911588104

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
 Yes No

(b) If not, who will bill for your services? THE COMPANY DIRECTLY INVOICES CLIENTS. HOWEVER, THE COMPANY MAY IN THE FUTURE UTILIZE A THIRD-PARTY BILLING FIRM.

Name: N/A

Title: N/A

Address: N/A

City/State/Zip: N/A

Telephone No.: N/A Fax No.: _____

(c) How is this information provided?

N/A

N/A

17. Who will receive the bills for your service?

Residential Customers
 PATs providers
 Hotels & motels

Business Customers
 PATs station end-users
 Hotel & motel guests

() Universities () Universities dormitory residents
() Other: (specify) _____

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: STEVEN ERICK SWENSON AND/OR LIZ PETRONI

Title: ATTORNEY & CONSULTANT

Address: 60 SOUTH 600 EAST, SUITE 200

City/State/Zip: SALT LAKE CITY, UTAH

Telephone No.: (801) 596-9381 Fax No.: (801) 596-9382

Internet E-Mail Address: S.E.SWENSON@WORLDNET.ATT.NET

Internet Website Address: N/A

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

Name: MR. LARRY BIALEK AND/OR MARK RETHEMEYER (See Below)

Title: DIRECTOR OF PROJECT ANALYSIS

Address: 6001 BROKEN SOUND PARKWAY, SUITE 600

City/State/Zip: BOCA RATON, FLORIDA 33487

Telephone No.: 561.995-6353 Fax No.: 561.998-4043

Internet E-Mail Address: N/A

Internet Website Address: N/A

(c) Complaints/Inquiries from customers:

Name: MARK RETHEMEYER

Title: GENERAL MANAGER - OPERATIONS

Address: 6001 BROKEN SOUND PARKWAY, SUITE 600

City/State/Zip: BOCA RATON, FLORIDA 33487

Telephone No.: 561-989-8300 **Fax No.:** 561-988-4043

Internet E-Mail Address: N/A

Internet Website Address: N/A

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

NONE

(b) has applications pending to be certificated as an interexchange telecommunications company.

APPLICANT INTENDS TO FILE SHORTLY IN CALIFORNIA,
WASHINGTON, ILLINOIS, NEW YORK, TEXAS & NEW JERSEY.

(c) is certificated to operate as an interexchange telecommunications company.

NONE.

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

NONE.

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

NONE.

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

NONE.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

NO

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. SEE EXHIBIT "D"

APPLICANT'S CFO, SCOTT DRAKE, PREVIOUSLY SERVED AS CFO OF TRESCOM. MR. DRAKE LEFT TRESCOM WHEN THE COMPANY WAS PURCHASED. APPLICANT'S COO PAUL RIVS WAS COO OF TELTRUST. MR. RIVS LEFT TELTRUST TO WORK FOR APPLICANT.

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

a. 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

b. **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

c. **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

d. _____ **MTS for pay telephone service providers**

e. _____ **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. **800 service (toll free)**

g. **WATS type service (bulk or volume discount)**

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

h. **Private line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)**

i. **Travel service**

_____ Method of access is 950
 Method of access is 800

j. _____ **900 service**

k. **Operator services**

- Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

I. **Services included are:**

- Station assistance
- Person-to-person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

22. 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 EXHIBIT " B "

23. Submit the following:

A. **Financial capability.**

The application should contain the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

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

SEE EXHIBIT " C "

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.

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. *SEE EXHIBIT "C"*

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service. *SEE EXHIBIT "C"*

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

SEE EXHIBIT "C"

B. **Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

SEE EXHIBIT "D"

C. **Technical capability;** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

SEE EXHIBIT "D"

**** 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

<u>Reverence W. B. ...</u>	<u>3/27/00</u>
Signature	Date
<u>Director of Project Analysis</u>	<u>561-995-6353</u>
Title	Telephone No.
Address: <u>6001 Broken Sound Pkwy NW</u>	<u>561-988-4043</u>
<u>Boca Raton FL 33487</u>	Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT

**** 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 provided 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 intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

Signature	Date
Title	Telephone No.
Address:	Fax No.

**** APPENDIX C ****

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has () or has not (X) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

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

N / A

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

N / A

UTILITY OFFICIAL:

Signature	Date
Title	Telephone No.
Address:	Fax No.

**** APPENDIX D ****

AFFIDAVIT

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

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

UTILITY OFFICIAL:

<u><i>Theresa J. Brieel</i></u>	<u>3-29-00</u>
Signature	Date
<u>Director of Project Analysis</u>	<u>561-995-6353</u>
Title	Telephone No.
Address: <u>6001 Broken Sound Parkway ^{7th} # 600</u>	<u>561-988-4043</u>
<u>Boca Raton, FL 33487</u>	Fax No.

EXHIBIT A
EVIDENCE OF QUALIFICATION AS FOREIGN CORPORATION

State of Florida



Department of State

I certify from the records of this office that COM TECH INTERNATIONAL CORPORATION doing business in Florida as COMMUNICATION INTERNATIONAL CORP. is a Washington corporation authorized to transact business in the State of Florida, qualified on October 15, 1998.

The document number of this corporation is F98000006233.

I further certify that said corporation has paid all fees due this office through December 31, 2000, that its most recent annual report/uniform business report was filed on March 6, 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
Ninth day of March, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

State of Florida



Department of State

I certify from the records of this office that CIRCLE INTERNATIONAL COMMUNICATIONS, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on October 15, 1998.

The document number of this corporation is F98000005756.

I further certify that said corporation has paid all fees due this office through December 31, 1998, 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 June, 1999



CR3EO22 1-99

Katherine Harris

Katherine Harris
Secretary of State

Attachment to Application For Reinstatement

7. Names and Street addresses of Each officer and/or Director

<u>Name/Title</u>	<u>Address</u>
Lawrence Ferk CEO Vice President	6001 Broken Sound Parkway, NW Suite 600 Boca Raton, FL 33287
Robert Chastain Vice President	6001 Broken Sound Parkway, NW Suite 600 Boca Raton, FL 33287
Scott Drake Chief Financial Officer	6001 Broken Sound Parkway, NW Suite 600 Boca Raton, FL 33287
Paul Ruis Chief Operating Officer	6001 Broken Sound Parkway, NW Suite 600 Boca Raton, FL 33287

EXHIBIT B
PROPOSED TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunication services provided by Com Tech International Corporation d/b/a CTIC (CTIC), with principal offices at 6001 Broken Sound Parkway, N.W. Suite 600, Boca Raton, Florida 33487. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 27, 2000

Issued by:

Effective: _____

Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

CHECK SHEET

Current sheets in the tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original

Issued: March 27, 2000

Issued by:

Effective: _____

Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

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Issued: March 27, 2000

Issued by:
Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

Effective: _____

SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

D - Delete or Discontinue

I - Change resulting in an increase to a customer's bill

M - Moved from another tariff location

N - New

R - Change resulting in a reduction to a customer's bill

T - Change in text or regulation, but no change in rate or charge

Issued: March 27, 2000

Issued by:
Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

Effective: _____

CUSTOMER CONTACT INFORMATION

Customer Contact - For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

Com Tech International Corporation d/b/a CTIC.
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487
Customer Service: (561) 995-6353
Maintenance: (561) 995-6353

Commission Contact - For complaints, inquiries and matters concerning rates, terms or conditions of this tariff.

Mr. Larry Bialek
Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487
(561) 995-6353
(561) 998-4043

TARIFF FORMAT SHEETS

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

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

Issued: March 27, 2000

Issued by:

Effective: _____

Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

TARIFF FORMAT SHEETS, (con.t)

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

SECTION 1 - DEFINITIONS

The following definitions are used throughout this tariff.

Automatic Number Identification (ANI): Allows the automatic transmission of caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Company or American Fiber Network, Inc.: The issuer of this tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

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

Holidays: The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, and Christmas Day.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Issued: March 27, 2000

Issued by:

Effective: _____

Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

SECTION 2 RULES AND REGULATIONS

2.1 Undertaking of the Company:

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way transmission between points within the State of Florida.

The services offered herein may be used for any lawful purpose. However, resellers must be certified by the Florida Public Service Commission as an Interexchange Carrier. The Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariff or tariff of such other communications carriers.

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

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

Issued: March 27, 2000

Issued by:

Effective: _____

Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

SECTION 2 RULES AND REGULATIONS (con.t)

2.2 Shortage of Equipment or Facilities, (con.t)

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers.

2.3 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

2.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

Issued: March 27, 2000

Issued by:

Effective: _____

Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

SECTION 2 RULES AND REGULATIONS (con.t)

2.5 Liability of the Company

2.5.1 The Company shall not be liable for any claim, loss, expense, or damage for any interruption, delay, error, omission, or defect in any service, facility of transmission provided under this tariff, if caused an act of God, fire, war, civil disturbance, act of government or due to any other causes beyond the Company's control.

2.5.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.5.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.5.4 The company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company except as ordered by the Commission.

2.5.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any

Issued: March 27, 2000

Issued by:

Effective: _____

Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

SECTION 2 RULES AND REGULATIONS (con.t)

2.5 Liability of the Company, (con.t)

Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.5.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.5.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.6 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.6.1 Credit for Service Interruptions

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.

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SECTION 2 RULES AND REGULATIONS (con.t)

2.6 Allowances for Interruptions in Service, (con.t)

2.6.1 Credit for Service Interruptions, (con.t)

A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any applicable monthly rates. A credit is issued after 24 hours of a service interruption.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

(a) interruptions due to the negligence of; or noncompliance with the provisions of this tariff by, the Customer, authorized user or joint user.

(b) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(c) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(d) interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

SECTION 2 RULES AND REGULATIONS (con.t)

2.6 Allowances for Interruptions in Service, (con.t)

2.6.2 Limitations on Allowances, (con.t)

(e) interruption of service due to circumstances or causes beyond the control of Company.

2.7 Obligations of the Customer

The obligations of the Customer shall include the following:

(a) The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.

(b) The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises;

(c) If required by the Company, the Customer shall obtain, maintain, and otherwise have fully responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities from the building entrance or property line to the location of the Company's equipment space on the

Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the Company's facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

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SECTION 2 RULES AND REGULATIONS (con.t)

2.7 Obligations of the Customer, (con.t)

(d) The Customer shall grant or obtain permission for the Company's employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting the Customer-provided equipment which is connected to the Company's facilities.

(e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the Company's equipment and facilities, and for ensuring compatibility with the Company's equipment and facilities. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer provided equipment that is or is proposed to be attached to the Company's facilities. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection by any Customer-provided equipment.

(f) The Customer warrants that the services pursuant to this tariff are intrastate in nature.

(g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

(h) The customer is responsible for any late payment charges incurred as specified in this tariff.

SECTION 2 RULES AND REGULATIONS (con. t)

2.8 Use of Service

2.8.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.8.2 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

(a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or

(b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.8.3 Fraudulent Use

The fraudulent use of; or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service including but not limited to:

(a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service; or

(b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

SECTION 2 RULES AND REGULATIONS (con.t)

2.9 Customer Equipment and Channels

2.9.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.9.2 Interconnection of Facilities

(a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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

(c) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2 RULES AND REGULATIONS (con.t)

2.9 Customer Equipment and Channels, (con.t)

2.9.3 Inspections

(a) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

(b) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 RULES AND REGULATIONS (con. t)

2.10 Payments

Obligations of the Customer with regard to payments shall include:

(a) The Customer shall pay outstanding charges in full within 30 days of the invoice date. Monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within thirty (30) days after the date of the invoice are considered delinquent and are subject to Late Payment Charges as outlined in this tariff.

The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is caused by the Company's willful or negligent act.

(b) If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, if the Company considers this action necessary to safeguard its interests.

(c) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

SECTION 2 RULES AND REGULATIONS (con.t)

2.10 Payments, (con.t)

(d) A service charge shall be imposed for any payment for which a draft is returned for insufficient funds.

(e) Any Customer who has been underbilled for services rendered will be notified by the Company upon the discovery of the underbilling. Notification will include the reason(s) that the underbilling occurred. The Customer is responsible for payment of unbilled charges for services rendered up to and including twenty-four (24) months prior to the issuance of the notification to the Customer.

2.10.1 Late Payment Charge

A Late Payment Charge will apply to each Customer bill when the previous months bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the Customer's bill.

2.10.2 Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such written notice is not received by the Company within thirty (30) days as indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

(a) In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Public Service Commission of Florida, 800-342-3552, in accordance with the Commission's rules of procedure.

SECTION 2 RULES AND REGULATIONS (con.t)

2.10 Payments, (con.t)

2.10.2 Disputed Bills, (con.t)

(b) Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Company, within five (5) working days.

2.10.3 Moves Adds and Changes

Upon written request from the Customer, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the

Customer a non-recurring charge for such service.

2.11 Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

(a) The Company will provide five working days written notice of refusal of service for the following: (1) non-payment of bills; and/or (2) non-compliance with Commission Regulations or Company Rules and Regulations as filed with the Florida Public Services Commission.

(b) The Company will not provide notice of refusal of service under the following conditions: (1) tampering with equipment owned by the company; (2) in the event of unauthorized or fraudulent use of service; and/or (3) customer use of equipment in such a manor as to adversely effect the company.

SECTION 2 RULES AND REGULATIONS (con.t)

2.11 Grounds for Refusal of Service, (con.t)

(c) The Company will provide notice of refusal of service within a reasonable time frame under the following conditions: (1) violation of state or municipal law, regulation, or pertinent ordinance to telecommunications services; (2) use of service for any other purpose than describe herein; and/or (3) for neglect/refusal to provide reasonable access to the Company for purposes of inspections and maintenance of equipment owned by the Company.

2.12 Customer Request of Cancellation

The Company will, upon Customer request, discontinue or suspend services.

2.13 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

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SECTION 2 RULES AND REGULATIONS (con. t)

2.14 Termination of Service

(a) After the expiration of the initial contract period and if no new contract period is agreed upon, in writing, by the Company and Customer, service may be terminated upon 30 days advance notice to the Company and payment of all charges due to the date of termination of the service, including charges calculated at a month-to-month rate after the expiration of the contract period.

(b) Prior to the expiration of the initial contract period, service may be terminated upon 30 days advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.

(c) The Customer is liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining contract term.

(d) The Customer may terminate service prior to the expiration of the term without liability if the Customer orders new service through the Company with a length and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

2.15 Restoration of Service

A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of this tariff.

Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

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SECTION 2 RULES AND REGULATIONS (con.t)

2.16 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its fights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. The Company reserves the right to terminate service if the Customer makes any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company. Any lawful successor to the Customer, or any other entity which accepts Company's service shall be obligated to pay to Company any amounts due.

2.17 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its Customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

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SECTION 2 RULES AND REGULATIONS (con. t)

2.18 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

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SECTION 3 DESCRIPTIONS OF SERVICES

3.1 Description of Rates and Charges

3.1.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

3.2 Taxes

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

3.2.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

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SECTION 3 DESCRIPTIONS OF SERVICES, (con.t)

3.3 Service Offerings

3.3.1 AFN Switched Long Distance Service

AFN Switched Long Distance Service is a usage based direct dialed interexchange service, which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

3.3.2 AFN Switched Toll-Free Service

AFN Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the state of Florida which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to American Fiber Network, Inc.'s Customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.3.3 AFN Dedicated Long Distance Service

AFN Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

3.3.4 AFN Dedicated Toll Free Service

AFN Dedicated Toll Free Service provides inbound '800/888' calling to points terminating within the State of Florida utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888' calls are billed to the Company's Customers rather than to the originating caller. Calls are billed in six (6) second increments with an initial call duration of eighteen (18) seconds. All charges are billed monthly in arrears.

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SECTION 3 DESCRIPTIONS OF SERVICES (con.t)

3.3 Service Offerings, (con.t)

3.3.5 AFN Advantage Travel Card Service

AFN Travel Card Service is a calling card service that allows Customers to call to and from anywhere in the Florida. The caller dials a Toll-Free number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in arrears.

3.3.6 Operator Services

Operator Service rates apply when calls are completed with the assistance of a Company operator. Operator Service rates apply to calls which are billed to a calling card or to a different telephone number (e.g., collect calls, third party billing).

3.3.7 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting Customer. Non-published telephone number information is not provided with Directory Assistance. Two queries are allowed per call.

3.3.8 Prepaid Phone Card Service

Prepaid Phone Card Service provides a User with prepaid calling service for long distance calling within the State of Florida. Prepaid Phone Card Service provides universal origination and termination from and to anywhere within the state. A call is placed by dialing an 800 number to obtain access to AFN's network. The caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number.

The Company's processor tracks the call duration and destination for rating purposes on a real time basis, such that the cards are decremented as used in one minute increments or units. The total charge for the call, which includes applicable taxes, surcharges and set up, is deducted from the prepaid amount on the user's card.

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SECTION 3 DESCRIPTIONS OF SERVICES (con.t)

3.3 Service Offerings, (con.t)

3.3.8 Prepaid Phone Card Service, (con.t)

To place a long distance call using the Prepaid Phone Card the user dials the toll free 800 access number provided on the back of the card (to access the debit calling platform), enters the card identification number, and then dials the terminating phone number. The platform monitors usage and advises the user of remaining time at the final one minute and at the final thirty (30) second increments. The platform also advises the user immediately prior to exhaustion of the allotted time for the card. The user may recharge a card or by entering a valid commercial credit card number. Users may also add value to an AFN Prepaid Phone Card by arranging to charge a credit card on a regular basis.

3.3.9.A Application of Rates

Calls processed by the Company are rated and charged in increments of one 'unit'. One unit equals one minute of usage. Calls are generally rated using the rate plan designated and chosen for the particular card being utilized to place a call.

Chargeable time begins when the called party answers and a connection has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Calls are measured and billed in one-minute increments; fractional minutes of use are rounded up to the next full minute. Consumers using the Company's Prepaid Phone Cards will not be charged for unanswered or uncompleted calls. The Company may enter into agreements with retailers or other distributors of the Company's Prepaid Phone Cards to discount the price of cards purchased by a particular retailer or other distributor in order to induce the distributor to offer the cards to End Users. These distribution arrangements will not affect a change in the rates listed in this tariff.

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SECTION 3 DESCRIPTIONS OF SERVICES (con.t)

3.3 Service Offerings, (con.t)

3.3.8 Prepaid Phone Card Service, (con.t)

3.3.9.B Other Taxes and Surcharges

The Customer will be charged for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

The Customer agrees to pay to the Company the amount of any Surcharge which a Local Exchange Carrier or Payphone Provider may collect from or which the Company's underlying carrier(s) may impose on the Company for any services or facilities used to provide service, including but not limited to Special Access Surcharges and Switched Access Surcharges.

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SECTION 3 DESCRIPTIONS OF SERVICES (con. t)

3.4 Optional Features

3.4.1 Diskette Billing

Diskette Billing is a software application that gives Customers the ability to view and analyze long distance calls and call patterns, and to view phone bills on-line. Diskette Billing is especially useful for those Customers with a high volume of long distance phone calls.

3.4.2 Direct Termination Overflow (DTO) Dedicated Service With DTO Dedicated Service, Customers can choose to have their dedicated Toll Free service overflow automatically to another dedicated facility of their choosing.

3.4.3 Direct Termination Overflow (DTO) Switched Service With DTO Switched Service, Customers can choose to have their dedicated Toll Free service overflow automatically to a switched line of their choosing.

3.4.4 Premium Reports

The Premium Report Package provides in-depth information regarding calling patterns and includes:

- (a) Standard Reports (including optional)
- (b) Toll Free Summary Data (listing the daily call totals by rate period/cost per toll free number)
- (c) Long Call Summary (listing all calls occurring during a billing cycle that exceed a specified length of time.)
- (d) Frequently Called Summary (listing all ANIs called more than a specified number of times).

3.4.5 Toll Free Call Blocking by Area Code

At the Customer's request, a Toll Free number can be blocked from access by area code parameters. Standard setup of Toll Free numbers is to allow calling access from all fifty states.

SECTION 3 DESCRIPTIONS OF SERVICES (con.t)

3.4 Optional Features, (con.t)

3.4.6 Toll Free Real Time Automatic Number Identification (ANI). This feature provides Customers with dedicated T-1 trunks real time ANI information with each Toll Free call received. ANI is provisioned by delivering the outpulsed digits of the originating number.

3.4.7 Toll Free Dialed Number Identification Service (DNIS) This feature provides the Customer with the dialed number identification, or dummy number, of each Toll Free received.

3.4.8 Toll-Free Time of Day/Day of Week Routing

At the Customer's request, a Toll-Free number can be routed differently based on time of day, or day of week parameters. This feature allows for a Toll-Free/888 number to be routed to multiple locations based on the pre-set pattern.

3.4.9 Verified Account Codes

Authorization codes used by the Customer to restrict and/or monitor long distance usage. Upon the Customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

SECTION 3 DESCRIPTIONS OF SERVICES (con. t)

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA

FORMULA:

The square root of:

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

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SECTION 4 RATES

4.1 Initial Rates and Charges

4.1.1 AFN Switched Long Distance Service; AFN Switched Toll-Free Service; AFN Dedicated Long Distance; AFN Dedicated Toll Free Service; and Operator Services:

Per Minute Rate	\$0.30
Service Charges	
Station-to-Station	\$1.75
Person-to-Person	\$3.25

4.1.2 Travel Card Service Rate:

Per Minute Rate	Monthly Billing Fee
0.100	7.00
0.150	6.50
0.200	6.00
0.250	5.50
0.300	5.00
0.350	4.50
0.400	4.00
0.410	3.00
0.420	3.00
0.430	2.50
0.450	2.00
0.500	1.00

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SECTION 4 RATES, (con.t)

4.1 Initial Rates and Charges, (con.t)

4.1.3 Directory Assistance Rates:

\$1.10 per call (two queries per call)

4.1.4 Prepaid Phone Card Service:

Initial Rates and Charges

Rate per minute

\$0.50 No Call Set Up Fee
\$0.35
\$0.25

Call Set Up

Per Call \$1.00 Maximum

Monthly Maintenance Fee

Per Month \$1.00 Maximum

4.2 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. These offerings may include the waiver of non-recurring charges, such as installation charges, and the discounting of the monthly charge for a service, by not more than 15%, over a period of time not to exceed six (6) months. All promotional rates will be filed with the Florida Public Service Commission.

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SECTION 4 RATES, (con. t)

4.3 Miscellaneous Charges

4.3.1 Restoration of Service

A reconnection charge of \$50.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of this tariff.

4.3.2 Late Payments

A Late Payment Charge of 1.50 percent (1 1/2%) will apply to each Customer bill when the previous months bill has not been paid in full.

Issued: March 27, 2000

Issued by:

Effective: _____

Larry Bialek, Director of Project Analysis
6001 Broken Sound Parkway, N.W. Suite 600
Boca Raton, Florida 33487

EXHIBIT C
BALANCE STATEMENT AND FINANCIAL INFORMATION
CONFIDENTIAL & PROVIDED UNDER SEAL

&

STATEMENT REGARDING FINANCIAL CAPABILITIES

March 27, 2000

Attention: Secretary
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd
Tallahassee, Florida 32399-0850

Re: Application of Com Tech International Corporation d/b/a "CTIC"

To Whom It May Concern:

On behalf of Com Tech International Corporation d/b/a "CTIC", the applicant in the above-referenced proceeding, this letter is submitted pursuant to the above-referenced application.

I am Scott Drake, the Chief Financial Officer of CTIC and its parent, Circle International Communications, Inc. I have the requisite knowledge to make the following attestation and I am authorized to do so. I attest to the accuracy, integrity, and objectivity of the consolidated financials for 1997, 1998 and 1999, attached as Exhibit __ to CTIC's applications. While the 1999 financials presented are not audited, the Applicant is in the process of finalizing its audit. The unaudited 1999 financials enclosed in the Application are, therefore, subject to adjustment.

Sincerely yours,



Scott Drake
Chief Financial Officer

Exhibit C (Cont.)

COM TECH INTERNATIONAL CORPORATION d/b/a CTIC is a wholly-owned subsidiary of Circle International Communications, Inc., a Delaware Corporation. CTIC began in 1989 as a supplier of cross-border telecommunications services between the U.S. and Canada. CTIC has developed an excellent reputation in the international community. CTIC has experienced tremendous success in forming international strategic alliances. These alliances have allowed CTIC to provide direct services throughout the Americas, and it is developing similar relationships in Europe, the Middle East and the Pacific Rim. The financials presented under this Exhibit C are those of Applicant's parent Circle International Communications, Inc. and present consolidated financials for 1997, 1998 and 1999. Applicant has sufficient financial capability to provide the requested services and maintain such services. In addition, the Company does have sufficient financial capabilities to meet its lease, ownership, and all other capital obligations. The Company network and switching infrastructure is essentially in place. The Company, therefore, does not anticipate significant capital outlays to carry out its near-term business objectives.

EXHIBIT D
MANAGEMENT & TECHNICAL CAPABILITY

MANAGEMENT

Directors and Executive Officers

The following table sets forth certain information with respect to the directors and executive officers of the Company.

<u>Name</u>	<u>Age</u>	<u>Position</u>
Francesco Galesi	69	Director; Director, MCI Worldcom; Real estate entrepreneur
Eugene Ruiz	38	Director; Managing Director, Granite Private Equity, LLC
Ken Clark	47	Director; President, TecNet, Inc.
Daren Wells	34	Director; Vice President, Granite Granite Private Equity, LLC
Lawrence D. Ferk	48	Chief Executive Officer, Director & Co-Founder; Director, SSI
Scott L. Drake	41	Chief Financial Officer, Director & Co-Founder
Robert Chastain	54	VP of Network Planning
Paul Rius	37	Chief Operating Officer
Dave Brache	40	VP of Int'l Cable Development

Lawrence D. Ferk, a co-founder of the Company, has served as Chief Executive Officer and Director since the Company's formation in March 1997. Mr. Ferk is currently President and Chief Executive Officer of Metrolink, Inc. and has served in this capacity since 1987. Metrolink is a direct sales agent for Long Distance Savers, Inc. and U.S. Access, Inc./TEC; both companies are private switch based U.S. long distance carriers. Prior to 1987, Mr. Ferk was President of City Pairs, Inc., a Florida based company which had the exclusive right to sell fiber-optic capacity for Microtel, Inc. Mr. Ferk has been in the telecommunications industry since 1977 when, as a regional manager, he opened the Texas and Louisiana markets for U.S. Sprint. Mr. Ferk has over 20 years experience in the telecommunications industry.

Scott L. Drake, a co-founder of the Company, has served as President and Director since its formation in March 1997. Prior to joining the Company, Mr. Drake was Chief Financial Officer of TresCom International, Inc. from December 1994 to June 1996. From June 1993 to November 1994, Mr. Drake was a Vice President of LDDS Communications, Inc, and from January 1992 to June 1993, Mr. Drake was an associate at the Breckenridge Group, an investment banking firm. Mr. Drake has been in the telecommunications industry since 1982 and has over seventeen years experience in telecommunications in both public and private enterprises.

Robert Chastain has served as Vice President of Network Engineering and Planning since the company's formation in March 1977. Prior to joining the Company, Mr. Chastain was Vice President of Network Administration for LDDS Communications, Inc. from 1992 to 1995. From 1983 to 1992, Mr. Chastain was employed by Advanced Telecommunications Corporation. During his tenure with ATC, Mr. Chastain's responsibilities as Vice President of Network Planning including turnkey responsibility for network design, traffic engineering, routing, provisioning, and contract negotiations with network carriers. He also designed and implemented network optimization software for ATC's network management. From 1981 to 1983, Mr. Chastain was Manager of Network Operations for US Telephone; and from 1977 to 1981, he was Assistant Director of Telecommunications for Martin Marietta Corporation. Mr. Chastain has over twenty-one years of telecommunications experience.

Paul Rius joined Com-Tech on October 20, 1997 as Chief Operating Officer. Previously, Mr. Rius was COO of Teltrust, Inc. from 1990 until September 1997. During this period Teltrust grew from 15 employees with \$ 3,000,000 in annual revenues to over 1,200 employees with an annualized revenue base in excess of \$100,000,000. From 1987 to 1990, Mr. Rius founded and operated, First Digital Network, a 1-plus and operator services company which he sold in 1990 to Com Systems, Inc. (now a part of LDDS/WorldCom). Prior to that, Mr. Rius was employed by Access Communications, Touch America Long Distance, Mountain Bell and AT&T. In addition, Mr. Rius served as President of ACTA, America's Carriers' Telecommunications Association from 1986 to 1988. Mr. Rius has over eighteen years of telecommunications experience.

FIBER-OPTIC CABLE INVESTMENT STRATEGY and ANALYSIS

Résumé

Mark A. Rethemeyer

Objective: To become associated with a company which will utilize my technical management skills in the communications industry, in a challenging and rewarding position. This position would offer some travel and the opportunity to exercise my judgment in problem resolution.

Experience: **10/97 to Present:** General Manager, Global Operations, Primus Telecommunications. Responsibilities included the direction of day to day operations of a global (US/UK), long distance telecommunications network, including but not limited to switching, database management, and global network management. Highlights include: 10 direct reports with a total staff of 48, Nortel DMS 250, 250/300 Supernode switches, operations budget responsibilities for +\$50 million dollars.

4/95 to 10/97: Manager, Operations Support, Nortel CALA. Responsibilities included the development of service programs to support customer operations and system performance, assisting sales with RFP responses for new markets, and the coordination of other Nortel groups (ETAS, TAS, Applications). Highlights include: 4 direct reports and the development of specialized operations/maintenance programs for customer cellular telephone networks.

2/94 to 4/95: Manager, Network Operations Center, Century Telephone Inc. Responsibilities included management of database and surveillance for 7 Nortel DMS cellular networks, traffic and operational measurements analysis. Highlights include: 7 direct reports, integration of Celutel network systems acquired through purchase, and digital and analog system optimization.

6/89 to 2/94: Chief Engineer, Celutel Inc. Responsibilities included total engineering and operations responsibilities for 3 Nortel DMS cellular networks. Highlights include: 6 direct reports, management of operations budget of +\$28 Million dollars

10/85 to 6/89: Operations Supervisor, McCaw Communications. Responsibilities included the working supervision of day to day operations of AT&T Autoplex cellular system and two technicians, traffic analysis, system performance, and RF design and implementation. Highlight include: integration of resale customer base to new system operation.

6/81 to 10/85: Switch Systems Specialist III, MCI Corp. Responsibilities included the operation of Nortel DMS 250 and NT40 cellular switch systems, supervision of RF technical staff, and coordination of system engineering resources as required.

6/77 to 6/81: Airborne Communications Technician, USAF. Responsibilities included in-flight operations and repair of the E3A AWACS communications systems including HF, VHF, UHF, and SATCOM radio systems, secure voice and data systems, and internal communications equipment.

Education **6/77:** Graduated, Central High School, St. Joseph, Mo. Studies included ROTC, band, and required courses for graduation.

6/77 to 6/81: USAF training courses in support of my duties as E3A AWACS communications technician. Courses in basic and advanced electronics, solid state technology, digital techniques, and radio communications were included. Further studies in professional development and periodic refresher courses were completed.

Education cont. **6/81 to 10/85:** DMS 250 maintenance (extended course), DMS MTX maintenance, operational measurements course, and GE radio maintenance course.

10/85 to 6/89 AT&T Autoplex maintenance, Manufacturer courses on cellular phone maintenance including; Novatel, Motorola, NEC, Mitsubshi, and Oki.

6/89 to Present: Course studies on Management, Stress Reduction, Time and Project Management. Self study in management philosophies and technology development. Self study in programming in Excel, 123, and Visual Basic. Additionally, my studies have included multimedia techniques for presentations.

Personal Inf.: I am married; 20+ years with 4 children, ages 8 to 18. I am in good health with no ailment preventing work related activities. My interests include amateur radio, Scouting, computers, and reading for enjoyment and personal enrichment.

JOHN F. HEBERT

22537 SW 66th Avenue # 104, Boca Raton, Florida 33428

Objective/Summary Statement

Utilize my leadership skills and previous Telecommunications experience in managing Switch and Network Operations.

Telecommunications Manager with over Fifteen years experience. Successful contributions ranging from technical support to the Management of Network Planning and Operations. Demonstrating skills in network outage solutions, network transport design, traffic engineering, and least cost routing.

Experience

Com Tech International Corp. Boca Raton, FL

Dir. Network Planning
9/95 to Present

Manage and Support a staff of six working in the following areas:

◆ *Least Cost Routing*

- Maintain our networks Least Cost Routing for over 500 International destinations, as well as domestic, for a network of four switches and over 35 vendors.
- track the quality of our vendors and submit routing changes on a daily basis ensuring our customers are receiving the service that they expect from Com Tech International

◆ *Provisioning*

- order tracking and general administration of all network private line orders
- analyze traffic patterns ensuring that we have the network to support current and future traffic volumes
- administrate records of all our network facilities and their costs
- assist in the justification of our vendor bills for private line costs
- assign and manage network trunk group database
- activation of SS7 destination point codes via SS7 network provider

◆ *Circuit Design*

- Drafting of word documents describing each facility order and its associated equipment from points A to Z
- Database management of four network switches and their current port/T1 utilization
- Submit service orders to the field, tracking their progress to completion

(Experience Cont.)

Project Management

◆ **Houston Switch Site**

One of my first projects was to design and manage the installation of our current Houston switch site. I managed this project by coordinating the efforts of electrical, construction, and engineering contractors to complete a project that consisted of over \$115,000.00 of tenant improvements. This project required me to provide specifications on every aspect of this facility such as electrical outlets, phone jacks, power and grounding, office space, HVAC, switch placement, and floor loading.

◆ **Establishment of our New York partition at General Telecom**

- Established our partition and maintained the relationship between our Operation Departments
- Primary contact of our first year of operation in New York

◆ **International Transport Design**

I designed the transport facilities, acquired the conversion equipment, and implemented our first International Direct.

- source equipment that would convert R1 to R2, T1 to E1, A Law to Mu Law as well as digit translations
- design network transport that would incorporate echo cancellation, 4:1 compression, an intelligent mux, power plant and a network integration unit.
- provisioning of E1 and T1 facilities

FOX Communications Corp. *Seattle, WA*

Operations Manager

3/92 to 8/95 (3 ½ years)

As Operations Manager for this Regional Long Distance carrier I was directly responsible for all aspects of switch, network, and field operations for over three years.

TELESPHERE Communications Inc., *Stamford, CT, Chicago, IL, Orlando, FL*

Operations Manager

Lead Senior Technician

Senior Technician

2/86 to 2/92 (6 years)

Senior Switch and Network Technician for 3.5 years and Operations Manager for 2.5 years working for a National Long Distance carrier. I was responsible for the operation and maintenance of both switch and network activities as well as the training of new technicians.

- ◆ Promoted to Senior Technician after 1st year of service.
- ◆ Agreed to relocate to Chicago, promoted to Lead Senior Technician after 1st year.
- ◆ Agreed to relocate to Orlando, accepting a promotion to Operations Manager.

(Experience Cont.)

DIGITAL SWITCH CORPORATION, *Plano, Texas*

Systems Technician

8/84 to 2/86 (1 1/2 years)

I was responsible for the configuration, diagnostic testing and quality acceptances of over 10 class four tandem switches.

Education

1981-1983 **ITT Technical Institute** Fort Wayne, Indiana

Associates Degree in Electronics Engineering Technology

◆ Majors include:

- AC/DC Theory
- Circuitry Logic Design
- Microwave Communications Theory and Design
- Radio Communications Theory and Design.

EXHIBIT E
ARTICLES OF INCORPORATION
OF
COM TECH INTERNATIONAL CORPORATION

STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,

hereby certify this certificate that the attached is a true and correct copy of

ARTICLES OF INCORPORATION

of

COM TECH INTERNATIONAL CORPORATION

as filed in this office on March 2, 1993.



Date: November 5, 1996

*Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital*

RALPH MUNRO

Ralph Munro, Secretary of State

J. Maurer



STATE of WASHINGTON SECRETARY of STATE

I, **Ralph Munro**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

COM TECH INTERNATIONAL CORPORATION

a Washington Profit corporation. Articles of Incorporation were
filed for record in this office on the date indicated below:

U.B.I. Number: 601 448 394

Date: March 2, 1993

Given under my hand and the seal of the State of
Washington, at Olympia, the State Capitol

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State

601-448-394

000645 MAR 10 93

FILED
STATE OF WASHINGTON

MAR 2 1993

RALPH MUNRO
SECRETARY OF STATE

**ARTICLES OF INCORPORATION
OF
COM TECH INTERNATIONAL CORPORATION**

ARTICLE I

NAME

The name of the corporation is Com Tech International Corporation.

ARTICLE II

DURATION

The period of the corporation's duration is perpetual.

ARTICLE III

PURPOSES

This corporation is organized for the following purposes:

a. To engage in any business, trade or activity which may lawfully be conducted by a corporation organized under the Washington Business Corporation Act (R.C.W. Title 23B); and

b. To engage in all such activities which are incidental or conducive to the attainment of the purposes of this corporation or any of them and to exercise any and all powers allowed a corporation under any laws which presently are or may hereafter be applicable to this corporation.

POWERS

It is expressly provided, without limiting the purposes specified above, that the corporation shall have the following powers:

c. To acquire, by purchase or otherwise, and to own, hold, cancel, reissue, sell, pledge and otherwise deal, in the

stock of this corporation;

d. To acquire, by purchase or otherwise, and to own, hold, cancel, reissue, sell, pledge or otherwise deal in the bonds, debentures, notes, and other securities and obligations of this corporation;

e. To borrow money and give security therefore;

f. To enter into, make, perform and carry out contracts of every kind, for any lawful purpose pertaining to its business, with any individual, entity, firm or association, or with any governmental, municipal, or public authority, domestic or foreign; and

g. To exercise any and all powers that are necessary or beneficial to the corporation.

The foregoing clauses of Article III shall be construed as purposes and powers. Matters contained in said clauses shall not be restricted or limited in any way by reference to or inference from the terms of other clauses, but shall be regarded as independent purposes and powers; nothing contained in these clauses shall be deemed to limit or exclude any power, right or privilege given this corporation by law or otherwise.

ARTICLE IV

SHARES

The aggregate number of shares the corporation shall have authority to issue is one million (1,000,000) shares of Common Stock having no par value.

ARTICLE V

CONTRACTS IN WHICH DIRECTORS HAVE INTERESTS

Any contract or other transaction between this corporation and one or more of its Directors or between this corporation and any corporation, firm, association or other entity of which one or more of its Directors, Stockholders, Members, Officers or employees has an interest or in which they are interested shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such contract by voting or otherwise, even though his or their presence or vote, or both, might have been necessary to obligate this corporation upon such contract or transaction, provided, that the fact of such

interest shall be disclosed to or known by the Directors acting on such contract or transaction.

ARTICLE VI

DIRECTORS

The number of Directors of this corporation shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein. The initial Board of Directors shall consist of one (1) Director and the name and address of the person who shall serve as Director until the first annual meeting of the Shareholders and until the Director's successor(s) are elected and qualified is:

Ghassan Saade
Suite 3201, Westin Building
2001 Sixth Avenue
Seattle, Washington 98121

ARTICLE VII

BOARD OF DIRECTORS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws of this corporation subject to the power of the Shareholders to amend or repeal such Bylaws.

ARTICLE VIII

REGISTERED OFFICE, AGENT

The address of the registered office of the corporation is 1611 South Forest Street, Seattle, Washington, 98144 and the name of its initial registered agent is J. B. Ransom.

ARTICLE IX

PREEMPTIVE RIGHTS

Preemptive rights shall not exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

ARTICLE X

NO CUMULATIVE VOTING

At each election for Directors, every shareholder entitled to

vote at such election has the right to vote, in person or by proxy, the number of shares held by such shareholder for as many persons as there are Directors to be elected. No cumulative voting for Directors shall be permitted.

ARTICLE XI

VOTING RIGHTS

Voting rights to shares of this corporation shall be held by common stock only.

ARTICLE XII

AMENDMENT OR REPEAL

This corporation reserves the right to amend or repeal by an affirmative vote of the holders of two-thirds (2/3) of the shares entitled to vote thereon, any of the provisions contained in these Articles of Incorporation and the rights of the Shareholders of this corporation are granted subject to this reservation.

ARTICLE XIII

INDEMNIFICATION

The Board of Directors of the corporation shall have the authority to reimburse or indemnify each Director or Officer of the corporation for or against all liabilities, losses, fines, costs, and expenses (including attorneys fees and amounts reasonably paid in settlement of claims other than amounts paid to the corporation) reasonably incurred by or imposed upon such Director or Officer in connection with or resulting from any action, suit, or proceeding, civil or criminal, to which the Director or Officer may be made a party by reason of his being or having been such Director or Officer, whether or not he continues to be such Director or Officer at the time of incurring or becoming subject to such liabilities, losses, fines, costs or expenses. This power of the Board of Directors shall be discretionary with the Board of Directors.

ARTICLE XIV

LIABILITY OF SHAREHOLDERS AND DIRECTORS


The private property of any Shareholder or Director shall not be subject to the payment of the corporation's debts to any extent. This Article does not restrict the Shareholder or Director from expressly extending his credit or property for the purpose of guaranteeing a debt of the corporation.

ARTICLE XV

INCORPORATOR

The name and address of the incorporator is J. B. Ransom, 1611 South Forest Street, Seattle, Washington 98144.

DATED this 26th day of February, 1993.

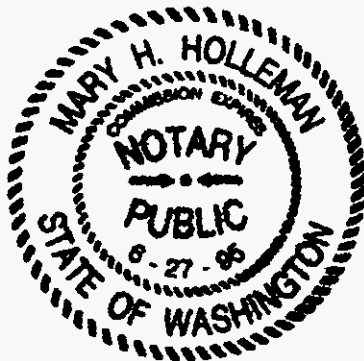



J. B. RANSOM
Incorporator

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day, personally appeared before me J. B. RANSOM to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 26th day of February, 1993.





Notary Public in and for
the State of Washington
My commission expires: 6/27/95

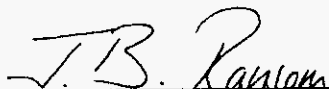
CONSENT TO SERVE AS REGISTERED AGENT

I, J. B. RANSOM, hereby consent to serve as Registered Agent in the State of Washington, for the following corporation:

COM TECH INTERNATIONAL CORPORATION

I understand that as agent for the corporation, it will be my responsibility to receive service of process in the name of the corporation, to forward all mail to the corporation, and to immediately notify the office of the Secretary of State in the event of my resignation, or of any changes in the registered office address of the corporation for which I am agent.

DATED this 26th day of February, 1993.



J. B. RANSOM
1611 South Forest Street
Seattle, Washington 98144

STATE of WASHINGTON



SECRETARY of STATE

I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal,

hereby issue this

CERTIFICATE OF EXISTENCE/AUTHORIZATION

OF

COM TECH INTERNATIONAL CORPORATION

I **FURTHER CERTIFY** that the records on file in this office show that the above named profit corporation was formed under the laws of the State of Washington and was issued a Certificate of Incorporation in Washington on March 2, 1993.

I **FURTHER CERTIFY** that as of the date of this certificate, no Articles of Dissolution have been filed, and that the corporation is duly authorized to transact business in the corporate form in the State of Washington.



Date: February 16, 2000

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital


SBF
Ralph Munro, Secretary of State