

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***  
**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

Application Form for Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida

021007-TI

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ 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 Records and Reporting**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission**  
**Division of Regulatory Oversight**  
**Certification Section**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6480.**

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

**Original certificate** (new company).

**Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

**Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

**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:

**ADVANCED TELEMAGEMENT GROUP, INC.**

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

**SAME**

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

**2912 LAKESIDE DRIVE  
OKLAHOMA CITY, OK 73120**

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

**COMPANY HAS NO PHYSICAL LOCATION IN FLORIDA.**

6. Select 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 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:

**Name:**

**Title:**

**Address:**

**City/State/Zip:**

**Telephone No.: Fax No.:**

**Internet E-Mail Address:**

**Internet Website Address:**

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

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

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

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

**F02000003846**

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:**

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

(a) **The Florida Secretary of State registration number:**

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

**Name:**

**Title:**

**Address:**

**City/State/Zip:**

**Telephone No.: Fax No.:**

**Internet E-Mail Address:**

**Internet Website Address:**

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

(a) **The Florida registration number:**

15. Provide **F.E.I. Number** (if applicable): **86-0784004**

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?

**Name:**

**Title:**

**Address:**

**City/State/Zip:**

**Telephone No.: Fax No.:**

(c) How is this information provided?

17. Who will receive the bills for your service?

- Residential Customers       Business Customers  
 PATs providers               PATs station end-users  
 Hotels & motels               Hotel & motel guests  
 Universities                   Universities dormitory residents  
 Other: (specify) **OTHER CARRIERS**

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

(a) The application:

**Name:** JUDITH A. RILEY  
**Title:** REGULATORY COUNSEL  
**Address:** 2912 LAKESIDE DRIVE  
**City/State/Zip:** OKLAHOMA CITY, OK 73120  
**Telephone No.:** 405-755-8177                      **Fax No.:** 405-755-8377  
**Internet E-Mail Address:** jriley@telecompliance.net  
**Internet Website Address:** www.telecompliance.net

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

**Name:** ROBERT D. MAGUIRE  
**Title:** PRESIDENT  
**Address:** 8912 EAST PINNACLE PEAK ROAD, SUITE 423  
**City/State/Zip:** SCOTTSDALE, AZ 85255  
**Telephone No.:** 480-515-9200 **Fax No.:** 480-515-9333  
**Internet E-Mail Address:** bob.maguire@atgvoicedata.com  
**Internet Website Address:** www.atgvoicedata.com

(c) Complaints/Inquiries from customers:

**Name:** ROBERT D. MAGUIRE  
**Title:** PRESIDENT  
**Address:** 8912 EAST PINNACLE PEAK ROAD, SUITE 423  
**City/State/Zip:** SCOTTSDALE, AZ 85255  
**Telephone No.:** 480-515-9200 **Fax No.:** 480-515-9333  
**Internet E-Mail Address:** bob.maguire@atgvoicedata.com  
**Internet Website Address:** www.atgvoicedata.com

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.

**CALIFORNIA**

(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.

**NO**

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.

1. **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).

**ATTACHED**

23. Submit the following:

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

**ATTACHED**

**B. 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.

**ATTACHED**

**C. 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.

**COMPANY HAS ATTACHED FINANCIALS FOR THE PERIOD  
ENDING JUNE 30, 2002 AS WELL AS PRO FORMAS FOR THE YEAR  
2002. FINANCIAL STATEMENTS ARE UNAUDITED.**

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.

**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.

**Applicant will service the entire state of Florida. The financial statements attached hereto reflect more than adequate financial capability to provide the services proposed herein and to maintain said services.**

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

**Please see response to 1 above.**

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

N/A

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**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:**

**Print Name: ROBERT D. MAGUIRE**

**Signature:** 

**Title: PRESIDENT**

**Date:** 9-16-02

**Telephone No.: 480-515-9200**

**Fax No.: 480-515-9333**

**Address: 8912 EAST PINNACLE PEAK ROAD, SUITE 423  
SCOTTSDALE, AZ 85255**

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**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:**

**Print Name: ROBERT D. MAGUIRE**

**Signature:**



**Title: PRESIDENT**

**Date:**

9-16-02

**Telephone No.: 480-515-9200**

**Fax No.: 480-515-9333**

**Address: 8912 EAST PINNACLE PEAK ROAD, SUITE 423  
SCOTTSDALE, AZ 85255**

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**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 interexchange telecommunications 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:**

**Print Name: ROBERT D. MAGUIRE**

**Signature:**



**Title: PRESIDENT**

**Date:**

9-16-02

**Telephone No.: 480-515-9200**

**Fax No.: 480-515-9333**

**Address: 8912 EAST PINNACLE PEAK ROAD, SUITE 423  
SCOTTSDALE, AZ 85255**

**CURRENT FLORIDA INTRASTATE SERVICES**

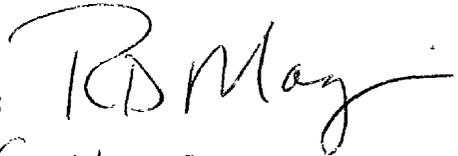
Applicant **has** ( ) or **has not** (✓) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

**UTILITY OFFICIAL:**

**Print Name: ROBERT D. MAGUIRE**

**Signature:** 

**Title: PRESIDENT**

**Date:** 9-16-02

**Telephone No.: 480-515-9200**

**Fax No.: 480-515-9333**

**Address: 8912 EAST PINNACLE PEAK ROAD, SUITE 423  
SCOTTSDALE, AZ 85255**

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

I, (Name) ,

(Title) of

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number  
# , have reviewed this application and join in the petitioner's request  
for a:

- transfer
- assignment

of the above-mentioned certificate.

**UTILITY OFFICIAL:**

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address:

**PROPOSED TARIFF**

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Advanced Telemanagement Group, Inc., with principal offices at 8912 East Pinnacle Peak Road, Suite 423, Scottsdale, AZ 85255. 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.

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**Issued:**

**Effective:**

**by:**

**Robert D. Maguire  
President**

**Advanced Telemanagement Group, Inc.  
8912 East Pinnacle Peak Road, Suite 423  
Scottsdale, AZ 85255**

CHECK SHEET

Sheets 1 through 35 inclusive of this tariff are effective as of the date shown at the bottom of each respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|
| 1            | Original        |
| 2            | Original        |
| 3            | Original        |
| 4            | Original        |
| 5            | Original        |
| 6            | Original        |
| 7            | Original        |
| 8            | Original        |
| 9            | Original        |
| 10           | Original        |
| 11           | Original        |
| 12           | Original        |
| 13           | Original        |
| 14           | Original        |
| 15           | Original        |
| 16           | Original        |
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| 22           | Original        |
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| 24           | Original        |
| 25           | Original        |
| 26           | Original        |
| 27           | Original        |
| 28           | Original        |
| 29           | Original        |

Issued:

Effective:

by:

**Robert D. Maguire**  
**President**  
**Advanced Telemanagement Group, Inc.**  
**8912 East Pinnacle Peak Road, Suite 423**  
**Scottsdale, AZ 85255**

CHECK SHEET (continued)

| <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|
| 30           | Original        |
| 31           | Original        |
| 32           | Original        |
| 33           | Original        |
| 34           | Original        |
| 35           | Original        |

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**Issued:**

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President**

**Advanced Telemanagement Group, Inc.  
8912 East Pinnacle Peak Road, Suite 423  
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8912 East Pinnacle Peak Road, Suite 423  
Scottsdale, AZ 85255**

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**Issued:****Effective:****by:****Robert D. Maguire  
President****Advanced Telemanagement Group, Inc.  
8912 East Pinnacle Peak Road, Suite 423  
Scottsdale, AZ 85255**

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ALPHABETICAL INDEX (Continued)

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**Issued:**

**Effective:**

**by:**

**Robert D. Maguire**  
**President**  
**Advanced Telemanagement Group, Inc.**  
**8912 East Pinnacle Peak Road, Suite 423**  
**Scottsdale, AZ 85255**

SYMBOLS

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

- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting in a Reduction to a Customer's Bill
- T Change In Text or Regulation but no Change in Rate or Charge

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**Scottsdale, AZ 85255**

TARIFF FORMAT

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 FLPSC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FLPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

D. Check Sheets - When a tariff filing is made with the FLPSC, 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 FLPSC.

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Issued:

Effective:

by:

**Robert D. Maguire**  
**President**

**Advanced Telemanagement Group, Inc.**  
**8912 East Pinnacle Peak Road, Suite 423**  
**Scottsdale, AZ 85255**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement which connects the Customer's location to an Advanced Telemanagement Group, Inc. network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission – Florida Public Service Commission.

Company, Carrier or ATG – Advanced Telemanagement Group, Inc.

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

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

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

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.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

RBOC – Regional Bell Operating Company

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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**Issued:**

**Effective:**

**by:**

**Robert D. Maguire  
President**

**Advanced Telemanagement Group, Inc.  
8912 East Pinnacle Peak Road, Suite 423  
Scottsdale, AZ 85255**

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Advanced Telemanagement Group, Inc.**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by ATG for telecommunications between points within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Florida.

- 2.1.1 The services provided by ATG are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by ATG and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of ATG.

---

**Issued:**

**Effective:**

**by:**

**Robert D. Maguire  
President**

**Advanced Telemanagement Group, Inc.  
8912 East Pinnacle Peak Road, Suite 423  
Scottsdale, AZ 85255**

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**2. RULES AND REGULATIONS (continued)**

**2.1 Undertaking of Advanced Telemanagement Group, Inc. (continued)**

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or a provision of this tariff.

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

**2.2 Use and Limitations of Services**

2.2.1 ATG's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

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

2.2.3 The use of ATG's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 ATG does not transmit messages, but the services may be used for that purpose.

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**Issued:**

**Effective:**

**by:**

**Robert D. Maguire  
President**

**Advanced Telemanagement Group, Inc.  
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**2. RULES AND REGULATIONS (continued)**

**2.2 Use and Limitations of Services (continued)**

- 2.2.5 ATG's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.
- 2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.2.8 All facilities provided under this tariff are directly controlled by ATG and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.

**2.3 Liability of the Company**

- 2.3.1 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 or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

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**2. RULES AND REGULATIONS (continued)**

**2.3 Liability of the Company (continued)**

- 2.3.2 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, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 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 Customer or any other entity of any other property whether owned or controlled by the Customer or others.
- 2.3.6 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.

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**2. RULES AND REGULATIONS (continued)**

**2.3 Liability of the Company (continued)**

2.3.7 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.

**2.4 Responsibilities of the Customer or Subscriber**

2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by ATG on the Customer's behalf.

2.4.3 If required for the provision of ATG services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of ATG's services.

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**2. RULES AND REGULATIONS (continued)**

**2.4 Responsibilities of the Customer or Subscriber (continued)**

2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with ATG facilities or services, that the signals emitted into the ATG network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, ATG will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to ATG equipment, personnel, or the quality of service to other Customers, ATG may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, ATG may, upon written notice, terminate the Customer's service.

2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

2.4.7 The Customer must pay for the loss through theft of any ATG equipment installed at Customer's premises.

2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.

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**2. RULES AND REGULATIONS (continued)**

**2.4 Responsibilities of the Customer or Subscriber (continued)**

2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

**2.5 Cancellation or Discontinuance of Services**

2.5.1 Without incurring liability, ATG may, upon five working days written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due ATG for more than thirty days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting ATG from furnishing its services.

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**2. RULES AND REGULATIONS (continued)**

**2.5 Cancellation or Discontinuance of Services (continued)**

- 2.5.2 Without incurring liability, ATG may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by ATG, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when ATG deems it necessary to take such action to prevent unlawful use of its service. ATG will restore service as soon as it can be provided without undue risk.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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**2. RULES AND REGULATIONS (continued)**

**2.6 Interruption of Service**

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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**2. RULES AND REGULATIONS (continued)**

**2.6 Interruption of Service (continued)**

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

CREDIT FORMULA:

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

**2.7 Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

**2.8 Deposits**

The Company will not require deposits.

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2. **RULES AND REGULATIONS (continued)**

2.9 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.10 Taxes

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

2.11 Billing and Charges

2.11.1 ATG will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 20 days.

2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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**2. RULES AND REGULATIONS (continued)**

2.12 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payment, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the Court.

2.13 Customer Complaints and/or Billing Disputes

2.13.1 Customers may contact ATG's representatives 24 hours a day, 7 days a week at 480-515-9200, or by writing to Advanced Telemanagement Group, Inc., Customer Service Division, 8912 East Pinnacle Peak Road, Suite 423, Scottsdale, AZ 85255.

2.13.2 Any objection to billed charges should be reported within forty-five (45) days of the date of the invoice to ATG. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

2.14 Reseller/Rebiller Certification

Any Customer that resells or rebills the ATG services set forth in this tariff must possess all certifications and authorizations required by the Florida Public Service Commission and all other pertinent authorities.

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**SECTION 3 - DESCRIPTION OF SERVICE**

3.1 Timing of Calls

- 3.1.1 The Customer's long distance usage charge is based on the actual usage of ATG's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.
- 3.1.2 The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this tariff.
- 3.1.3 All calls will be rounded to the second decimal place amount of a call charge.

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**3. DESCRIPTION OF SERVICE (continued)**

**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance 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 and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

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

EXAMPLE: Distance between Miami and New York City -

|            |       |       |  |
|------------|-------|-------|--|
| <u>VH</u>  |       |       |  |
| Miami      | 8,351 | 529   |  |
| New York   | 4,997 | 1,406 |  |
| Difference | 3,354 | -879  |  |

Square and add: 11,249,316 + 772,641 = 12,021,196

Divide by 10 and round: 12,021,597 / 10 = 1,202,195.70  
= 1,202,196

Take square root and round: 1,202,196 = 1,096.4  
= 1,097 miles

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**3. DESCRIPTION OF SERVICE (continued)**

**3.3 Minimum Call Completion Rate**

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

**3.4 Service Offerings**

**3.4.1 Switched Access Services**

ATG Switched Access Service allows a customer to access the Company's long distance network via FGD access.

**3.4.1.A. Inbound Switched Service**

ATG Inbound Switched Service receives inbound Intrastate calls on Switched Access Lines using 800 or 888 number(s).

**3.4.1.B. Outbound Switched Service**

ATG Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

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**3. DESCRIPTION OF SERVICE (continued)**

3.4 Service Offerings (continued)

3.4.2 Dedicated Access Services

ATG Dedicated Access Services allows a Customer to access the Company's long distance network via a dedicated channel connection between the customer premise equipment and the long distance switch.

3.4.2.A. Inbound Dedicated Service

ATG Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800 or 888 number(s).

3.4.2.B. Outbound Dedicated Service

ATG Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA.

3.4.3 Private Line Services

ATG Private Line Services allows a customer use of a non-switched direct channel or line specifically dedicated to a customer's use between specified points.

3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.

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**SECTION 4 - RATES**

**4.1 Switched Access Services-Rate Plans**

Callers are able to originate and terminate calls to and from call stations of any domestic phone system. Rates are determined by the point of origination and termination.

**4.1.1 Rate Plan "A"**

In order to obtain the rates specified for this plan, calls must originate in an area serviced by the RBOC and must terminate no less than 80% of the time in an area serviced by the RBOC. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment.

Intrastate calls are charged at a rate of \$0.10 per minute, 24 hours a day, seven days a week.

**4.1.2 Rate Plan "B"**

Calls which originate in an area serviced by the RBOC but terminate less than 80% of the time in areas serviced by the RBOC are billed in accordance with this plan. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment.

Intrastate calls are charged at a rate of \$0.11 per minute, 24 hours a day, seven days a week.

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**4. RATES (continued)**

**4.1 Switched Access Services-Rate Plans (continued)**

**4.1.3 Rate Plan "C"**

In order to obtain the rates specified for this plan, calls must originate in a non-RBOC area and must terminate no less than 80% of the time in an area serviced by the RBOC. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment.

Intrastate calls are charged at a rate of \$0.12 per minute, 24 hours a day, seven days a week.

**4.1.4 Rate Plan "D"**

Calls which originate in a non-RBOC area but terminate less than 80% of the time in an area serviced by the RBOC are billed in accordance with this plan. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment.

Intrastate calls are charged at a rate of \$0.15 per minute, 24 hours a day, seven days a week.

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4. **RATES (continued)**

4.2 Dedicated Access Services-Rate Plans

4.2.1 Inbound Dedicated Service

ATG Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800 or 888 number(s). Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment. Calls are billed in accordance with the rates set forth below and appear on the Customer's monthly long distance bill.

4.2.1.A. Rate Plan "A"

This plan enables Customers to receive calls originating in any area serviced by the RBOC.

Intrastate calls are charged at a rate of \$0.0556 per minute, 24 hours a day, seven days a week.

4.2.1.B. Rate Plan "B"

This plan enables Customers to receive calls originating in any area serviced by an Independent Telephone Company.

Intrastate calls are charged at a rate of \$0.1356 per minute, 24 hours a day, seven days a week.

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4. RATES (continued)

4.2 Dedicated Access Services-Rate Plans (continued)

4.2.1 Inbound Dedicated Service (continued)

4.2.1.C. Rate Plan "C"

This plan enables Customers to receive calls originating in any area not serviced by the RBOC or an Independent Telephone Company.

Intrastate calls are charged at a rate of \$0.1298 per minute, 24 hours a day, seven days a week.

4.2.2 Outbound Dedicated Service

ATG Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment. Calls are billed in accordance with the rates set forth below and appear on the Customer's monthly long distance bill.

4.2.2.A. Rate Plan "A"

In order to qualify for the rates under this plan, calls must terminate in an area serviced by the RBOC.

Intrastate calls are charged at a rate of \$0.0720 per minute, 24 hours a day, seven days a week.

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4. RATES (continued)

4.2 Dedicated Access Services-Rate Plans (continued)

4.2.2 Outbound Dedicated Service (continued)

4.2.2.B. Rate Plan "B"

In order to qualify for the rates under this plan, calls must terminate in an area serviced by an Independent Telephone Company.

Intrastate calls are charged at a rate of \$0.1582 per minute, 24 hours a day, seven days a week.

4.2.2.C. Rate Plan "C"

Rates under this plan apply when termination is in neither an area serviced by the RBOC or an Independent Telephone Company.

Intrastate calls are charged at a rate of \$0.1424 per minute, 24 hours a day, seven days a week.

4.2.3 Volume Discounts

Customers are allowed a volume discount on dedicated services in accordance with the following:

|                                     |     |
|-------------------------------------|-----|
| >2 million monthly minutes          | 15% |
| 1 – 2 million monthly minutes       | 10% |
| 500,000 – 1 million monthly minutes | 5%  |
| 100,000 – 500,000 monthly minutes   | 2%  |

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4. RATES (continued)

4.2 Dedicated Access Services-Rate Plans (continued)

4.2.4 Commitment Discounts

Customers are allowed a discount on dedicated services based on term of commitment as follows:

|                   |     |
|-------------------|-----|
| 1 year commitment | 5%  |
| 2 year commitment | 10% |
| 3 year commitment | 15% |

4.3 Private Line Services Rates

Private line services will be made available to customers in a non-discriminatory manner. Rates for private line services will be determined on an Individual Case Basis (ICB). Pricing will be based upon term commitments and distance and will include a non-recurring charge and minimum revenue requirements. ICB rates will be made available to the Commission upon request on a proprietary basis.

4.4 Ancillary Charges

|                  |                       |
|------------------|-----------------------|
| Toll Free Number | \$0.50 per number MRC |
|------------------|-----------------------|

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4. **RATES (continued)**

4.5 Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

|                               | <u>Per Inquiry</u> |
|-------------------------------|--------------------|
| Directory Assistance Charge - | \$0.75             |

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**4. RATES (continued)**

**4.6 Time Of Day Rate Periods**

Day, evening and night/weekend rates apply for the following products based on the following chart:

All Services:

|                            | MON                                  | TUES | WEDS | THURS | FRI | SAT | SUN |
|----------------------------|--------------------------------------|------|------|-------|-----|-----|-----|
| 8:00 AM<br>TO<br>5:00 PM*  | DAYTIME RATE PERIOD                  |      |      |       |     |     |     |
| 5:00 PM<br>TO<br>11:00 PM* | EVENING/NIGHT/WEEKEND<br>RATE PERIOD |      |      |       |     |     |     |
| 11:00 PM<br>TO<br>8:00 AM* |                                      |      |      |       |     |     |     |

**\* to, but not including**

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the at rates in effect in that boundary for each portion of the call.

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**Scottsdale, AZ 85255**

**4. RATES (continued)**

4.7 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.28 shall apply to each coinless call which ATG can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a ATG calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access ATG's service.

4.8 Finance Charge

A finance charge in the amount of 1.5% monthly will be charged on any past due balances.

4.9 Return Check Charges

A fee of \$15.00 will be charged for each check returned.

4.10 Reconnection Charge

A reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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**Issued:**

**Effective:**

**by:**

**Robert D. Maguire  
President**

**Advanced Telemanagement Group, Inc.  
8912 East Pinnacle Peak Road, Suite 423  
Scottsdale, AZ 85255**

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**SECTION 5 –SPECIALIZED SERVICE ARRANGEMENTS**

**5.1 Customized Service Packages**

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

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**Issued:**

**Effective:**

**by:**

**Robert D. Maguire  
President**

**Advanced Telemanagement Group, Inc.  
8912 East Pinnacle Peak Road, Suite 423  
Scottsdale, AZ 85255**

## **MANAGERIAL AND TECHNICAL CAPABILITY**

## **Robert Maguire**

President and CEO

Bob is the CEO, and President of Advanced Telemanagement Group (ATG), Inc. Since founding the company in January, 1995, Bob's primary activities have been Sales and Program Management, Provisioning, Customer Service Troubleshooting, and Carrier Management.

Over the past 7 years at ATG, Bob has successfully:

- Managed all aspects of the "reseller business"
- Acted as Master Sales Agent for (12) voice and data providers / carriers
- Designed and implemented voice, and data networks: WAN, ATM, Frame Relay, High Speed Internet, IP
- Sold local telephone services and data solutions to commercial accounts
- Worked closely with US West / Qwest (ILEC) and competitors (CLEC's)
- Managed a network of sales agents
- Trained and supported sales agents
- Negotiated contracts with vendors / service providers / carriers

Prior to founding ATG, Bob worked for seven years as a Senior Sales Representative, first for Centex Telemanagement in New York, and then LDDS Communications in Boston and Arizona. In this role, he:

- Designed and implemented voice and data networks
- Sold long distance services and data solutions to commercial accounts

For six years prior to focusing on sales within the Telecommunication Industry, Bob was a highly successful (perennial "Golden Circle") technical sales representative for Canon, and ADP.

Bob earned a BA in Business and Communications from Manhattan College where he also played varsity basketball on a full athletic scholarship.

## **Tina Maguire**

Chief Operating Officer (COO)

Tina is the COO of Advanced Telemanagement Group (ATG), Inc. Since co-founding the company in January, 1995, Tina's primary activities have been Program Management, Provisioning, Customer Service Troubleshooting, and Carrier Management.

Over the past 7 years at ATG, Tina has successfully:

- Led the implementation of a variety of medium to large scale projects in all aspects of the "customer delivery process", including: pre-sale engineering, purchasing of related services and equipment, installation of equipment, technical data gathering, vendor relations & customer support management
- Managed PBX installations and relocations in all types of voice and data network configurations (VPN, WAN, Voice T-1, Internet T-1, DS-3, OC-12, Video Conferencing, PRI-ISDN, etc.)
- Coordinated delivery and completion schedules for equipment and/or services including the management of all related personnel (e.g. technicians, administrators, etc.)

Prior to founding ATG, Tina was the Project/Customer Support Manager for CTI, Inc. with responsibility for:

- Supervising team of Installation Coordinators for voice & data network implementation and related voice equipment installations
- Overseeing all order submission, tracking and escalations
- Managing milestones to meet scheduled delivery requirements
- Performing field surveys and technical data support for sales teams
- Managing technical staff and vendor relations

For six years prior to joining CTI, Tina was the Installation Manager for Complete Intertech Services, Inc. where she:

- Provided field and technical supervision for the installation of various brands of telephone equipment (NEC, Fujitsu, Nortel, etc.)
- Worked with local Telco providers to bring in voice and data connections
- Managed technical installation staff and scheduling
- Provided ongoing trouble resolution and escalation management

Tina earned an Associate of Arts Degree from Phoenix College. She is an active member of the National Association of Women Business Owners (NAWBO).

## **Brian Maguire**

Chief Financial Officer

Brian is the Chief Financial Officer for Advanced Telemanagement Group, Inc. He joined the company in January, 2002. In this position, he is responsible for all back office functions including: Financial, Accounting, Legal, Tax and Compliance, and Billing. He also shares Program Management duties with other Officers of the company.

Prior to joining ATG, Brian was the President and Founder of the Capra Group, Inc. Formed in 1992, The Capra Group is a management consulting firm specializing in Lean Enterprise and Six Sigma Implementation. Capra is recognized as a world leader in this field. Clients include: GE, Allied Signal, Raytheon, GlaxoSmithKline, JDS Uniphase, and many smaller companies. As Capra's President, Brian led high profile improvement projects including several successful business turnarounds. Although Brian has delegated day to day responsibility to another senior officer, he continues to act as an advisor, and is still a Board member.

Prior to founding The Capra Group, Brian was a Manager in the Manufacturing Consulting Practice of Deloitte & Touche in Boston. His industry experience includes many years of Operations and Finance roles at Digital Equipment Corporation (DEC). In Brian's last position at DEC, he was the Manager of Business Analysis for the Northeast Region (\$250 million in sales).

Mr. Maguire earned a BA in Economics from Boston College, an MBA from Boston University, completed Digital's Financial Development Program (FDP) with distinction, is a Certified Management Accountant (CMA), and is an active member of several professional organizations, including the Institute of Management Accounting (IMA), and the Association for Manufacturing Excellence (AME).

Brian is active in the community. He has served as a Corporate Advisory Committee Member for The Western Massachusetts/Connecticut Region of the Jimmy Fund, an Honorary Committee Member for the Connecticut Chapter of the Jimmy Fund, and annually Co-chaired the Capra Group/Fleet Bank Golf Tournament to raise funds for The Jimmy Fund. The tournament was one of the top 5 money raisers among Jimmy Fund tournaments in the country.

**FINANCIAL STATEMENTS FOR PERIOD ENDING  
JUNE 30, 2002**

**AND**

**PRO FORMA 2002 PROFIT AND LOSS STATEMENT,  
BALANCE SHEET AND CASH FLOW STATEMENT**

**Advanced Telemanagement Group, Inc.**  
**Pro Forma 2002 Profit and Loss Statement**  
(Internal Management Report)

|                                   | <b>First Half<br/>2002 YTD<br/>Actual</b> | <b>July<br/>Forecast</b> | <b>Aug<br/>Forecast</b> | <b>Sep<br/>Forecast</b> | <b>Pro Forma<br/>Q3<br/>Forecast</b> | <b>Pro Forma<br/>Q4<br/>Forecast</b> | <b>Pro Forma<br/>FY2002<br/>Forecast</b> |
|-----------------------------------|---|--------------------------|-------------------------|-------------------------|--------------------------------------|--------------------------------------|--|
| <b>Ordinary Income</b>            |   |                          |                         |                         |                                      |                                      |  |
| Long Distance (1)                 | \$ 129,386.09                             | \$ 48,000.00             | \$ 80,000.00            | \$ 170,000.00           | \$ 298,000.00                        | \$ 600,000.00                        | \$ 1,027,386.09                          |
| Other Income (2)                  | 78,441.97                                 | 8,000.00                 | 8,000.00                | 8,000.00                | 24,000.00                            | 24,000.00                            | 126,441.97                               |
| <b>Total Ordinary Income</b>      | <b>\$ 207,828.06</b>                      | <b>\$ 56,000.00</b>      | <b>\$ 88,000.00</b>     | <b>\$ 178,000.00</b>    | <b>\$ 322,000.00</b>                 | <b>\$ 624,000.00</b>                 | <b>\$ 1,153,828.06</b>                   |
| <b>Cost of Goods Sold</b>         |   |                          |                         |                         |                                      |                                      |  |
| Carrier Charges (3)               | \$ 53,912.80                              | \$ 19,200.00             | \$ 32,000.00            | \$ 68,000.00            | \$ 119,200.00                        | \$ 240,000.00                        | \$ 413,112.80                            |
| Billing and Customer Service (4)  | 7,881.68                                  | 2,880.00                 | 4,800.00                | 7,140.00                | 14,820.00                            | 25,200.00                            | 47,901.68                                |
| Sale Commissions (5)              | 19,159.91                                 | 15,264.00                | 23,040.00               | 46,287.00               | 84,591.00                            | 161,460.00                           | 265,210.91                               |
| <b>Total COGS</b>                 | <b>\$ 80,954.39</b>                       | <b>\$ 37,344.00</b>      | <b>\$ 59,840.00</b>     | <b>\$ 121,427.00</b>    | <b>\$ 218,611.00</b>                 | <b>\$ 426,660.00</b>                 | <b>\$ 726,225.37</b>                     |
| <b>Gross Margin</b>               | <b>\$ 126,873.69</b>                      | <b>\$ 18,656.00</b>      | <b>\$ 28,160.00</b>     | <b>\$ 56,573.00</b>     | <b>\$ 103,389.00</b>                 | <b>\$ 197,340.00</b>                 | <b>\$ 427,602.69</b>                     |
| <b>Gross Margin % Revenue (6)</b> | <b>61%</b>                                | <b>33%</b>               | <b>32%</b>              | <b>32%</b>              | <b>32%</b>                           | <b>32%</b>                           | <b>37%</b>                               |
| <b>Expenses</b>                   |   |                          |                         |                         |                                      |                                      |  |
| Salaries & Related (7)            | \$ 67,964.44                              | \$ 11,000.00             | \$ 11,000.00            | \$ 11,000.00            | \$ 33,000.00                         | \$ 33,000.00                         | \$ 133,964.44                            |
| Sales and Marketing (8)           | 11,953.81                                 | 2,000.00                 | 2,000.00                | 3,000.00                | 7,000.00                             | 12,000.00                            | 30,953.81                                |
| General & Administrative (9)      | 18,290.82                                 | 2,000.00                 | 3,500.00                | 3,500.00                | 9,000.00                             | 12,000.00                            | 39,290.82                                |
| <b>Total Expenses</b>             | <b>\$ 98,209.07</b>                       | <b>\$ 15,000.00</b>      | <b>\$ 16,500.00</b>     | <b>\$ 17,500.00</b>     | <b>\$ 49,000.00</b>                  | <b>\$ 57,000.00</b>                  | <b>\$ 204,209.07</b>                     |
| <b>Net Ordinary Income</b>        | <b>\$ 28,664.62</b>                       | <b>\$ 3,656.00</b>       | <b>\$ 11,660.00</b>     | <b>\$ 39,073.00</b>     | <b>\$ 54,389.00</b>                  | <b>\$ 140,340.00</b>                 | <b>\$ 223,393.62</b>                     |
| <b>Net Income % Revenue (10)</b>  | <b>14%</b>                                | <b>7%</b>                | <b>13%</b>              | <b>22%</b>              | <b>17%</b>                           | <b>22%</b>                           | <b>19%</b>                               |

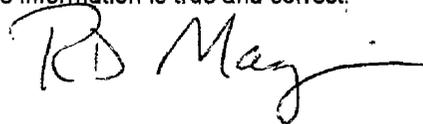
Footnotes:

- 1 Dedicated and Switched Long Distance Revenue. Have orders in-house for 210% of September Sales Forecast. Risk is carrier turn up lead time.
- 2 All other sources of income. Primarily residual income from former Agent business, and charges for "back haul" circuits.
- 3 Forecast assumes carrier charges are 40% (historical) of Long Distance Revenue. This is dropping as volume increases, though benefit not in Forecast.
- 4 Billing and Customer Service forecast reflects contract terms with outside billing company. Billing costs are directly variable with LD Revenue.
- 5 Commissions assumed to be 45% (historical) of Gross Margin after Billing Costs. Should continue based upon current agreements and policies.
- 6 Second half Gross Margin % will level off at near 30%. First Half Margins are inflated due to one time benefits specific to individual customers.

- 7 Shareholders have agreed to flat salaries through the year. Have the capacity to cut this back if necessary.
- 8 Primarily costs related to supporting Agents and Marketing Program Roll Outs. ROI has been excellent. Likely to increase if good results continue.
- 9 Major costs are professional fees for: accounting, tax, and legal; and, office-related infrastructure. This will grow to support volume.
- 10 Higher volume will better absorb overhead. Plan for overhead to be "semi-variable" with volume. Current forecast is a guess but we believe low risk.

We hereby affirm that the above information is true and correct.

Robert D. Maguire, President  
Brian C. Maguire, CFO

 9-16-02

**Advanced Telemanagement Group, Inc.**  
**Pro Forma 2002 Profit and Loss Statement**  
 (Internal Management Report)

|                                   | <b>First Half<br/>2002 YTD<br/>Actual</b> | <b>July<br/>Forecast</b> | <b>Aug<br/>Forecast</b> | <b>Sep<br/>Forecast</b> | <b>Pro Forma<br/>Q3<br/>Forecast</b> | <b>Pro Forma<br/>Q4<br/>Forecast</b> | <b>Pro Forma<br/>FY2002<br/>Forecast</b> |
|-----------------------------------|---|--------------------------|-------------------------|-------------------------|--------------------------------------|--------------------------------------|--|
| <b>Ordinary Income</b>            |   |                          |                         |                         |                                      |                                      |  |
| Long Distance (1)                 | \$ 129,386.09                             | \$ 48,000.00             | \$ 80,000.00            | \$ 170,000.00           | \$ 298,000.00                        | \$ 600,000.00                        | \$ 1,027,386.09                          |
| Other Income (2)                  | 78,441.97                                 | 8,000.00                 | 8,000.00                | 8,000.00                | 24,000.00                            | 24,000.00                            | 126,441.97                               |
| <b>Total Ordinary Income</b>      | <b>\$ 207,828.06</b>                      | <b>\$ 56,000.00</b>      | <b>\$ 88,000.00</b>     | <b>\$ 178,000.00</b>    | <b>\$ 322,000.00</b>                 | <b>\$ 624,000.00</b>                 | <b>\$ 1,153,828.06</b>                   |
| <b>Cost of Goods Sold</b>         |   |                          |                         |                         |                                      |                                      |  |
| Carrier Charges (3)               | \$ 53,912.80                              | \$ 19,200.00             | \$ 32,000.00            | \$ 68,000.00            | \$ 119,200.00                        | \$ 240,000.00                        | \$ 413,112.80                            |
| Billing and Customer Service (4)  | 7,881.66                                  | 2,880.00                 | 4,800.00                | 7,140.00                | 14,820.00                            | 25,200.00                            | 47,901.66                                |
| Sale Commissions (5)              | 19,159.91                                 | 15,264.00                | 23,040.00               | 46,287.00               | 84,591.00                            | 161,460.00                           | 265,210.91                               |
| <b>Total COGS</b>                 | <b>\$ 80,954.37</b>                       | <b>\$ 37,344.00</b>      | <b>\$ 59,840.00</b>     | <b>\$ 121,427.00</b>    | <b>\$ 218,611.00</b>                 | <b>\$ 426,660.00</b>                 | <b>\$ 726,225.37</b>                     |
| <b>Gross Margin</b>               | <b>\$ 126,873.69</b>                      | <b>\$ 18,656.00</b>      | <b>\$ 28,160.00</b>     | <b>\$ 56,573.00</b>     | <b>\$ 103,389.00</b>                 | <b>\$ 197,340.00</b>                 | <b>\$ 427,602.69</b>                     |
| <b>Gross Margin % Revenue (6)</b> | 61%                                       | 33%                      | 32%                     | 32%                     | 32%                                  | 32%                                  | 37%                                      |
| <b>Expenses</b>                   |   |                          |                         |                         |                                      |                                      |  |
| Salaries & Related (7)            | \$ 67,964.44                              | \$ 11,000.00             | \$ 11,000.00            | \$ 11,000.00            | \$ 33,000.00                         | \$ 33,000.00                         | \$ 133,964.44                            |
| Sales and Marketing (8)           | 11,953.81                                 | 2,000.00                 | 2,000.00                | 3,000.00                | 7,000.00                             | 12,000.00                            | 30,953.81                                |
| General & Administrative (9)      | 18,290.82                                 | 2,000.00                 | 3,500.00                | 3,500.00                | 9,000.00                             | 12,000.00                            | 39,290.82                                |
| <b>Total Expenses</b>             | <b>\$ 98,209.07</b>                       | <b>\$ 15,000.00</b>      | <b>\$ 16,500.00</b>     | <b>\$ 17,500.00</b>     | <b>\$ 49,000.00</b>                  | <b>\$ 57,000.00</b>                  | <b>\$ 204,209.07</b>                     |
| <b>Net Ordinary Income</b>        | <b>\$ 28,664.62</b>                       | <b>\$ 3,656.00</b>       | <b>\$ 11,660.00</b>     | <b>\$ 39,073.00</b>     | <b>\$ 54,389.00</b>                  | <b>\$ 140,340.00</b>                 | <b>\$ 223,393.62</b>                     |
| <b>Net Income % Revenue (10)</b>  | 14%                                       | 7%                       | 13%                     | 22%                     | 17%                                  | 22%                                  | 19%                                      |

Footnotes:

- 1 Dedicated and Switched Long Distance Revenue. Have orders in-house for 210% of September Sales Forecast. Risk is carrier turn up lead time.
- 2 All other sources of income. Primarily residual income from former Agent business, and charges for "back haul" circuits.
- 3 Forecast assumes carrier charges are 40% (historical) of Long Distance Revenue. This is dropping as volume increases, though benefit not in Forecast
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- 5 Commissions assumed to be 45% (historical) of Gross Margin after Billing Costs. Should continue based upon current agreements and policies.
- 6 Second half Gross Margin % will level off at near 30%. First Half Margins are inflated due to one time benefits specific to individual customers.
- 7 Shareholders have agreed to flat salaries through the year. Have the capacity to cut this back if necessary.
- 8 Primarily costs related to supporting Agents and Marketing Program Roll Outs. ROI has been excellent. Likely to increase if good results continue.
- 9 Major costs are professional fees for: accounting, tax, and legal; and, office-related infrastructure. This will grow to support volume.
- 10 Higher volume will better absorb overhead. Plan for overhead to be "semi-variable" with volume. Current forecast is a guess but we believe low risk.

We hereby affirm that the above information is true and correct.

Robert D. Maguire, President  
 Brian C. Maguire, CFO

 9/16/02

**Advanced Telemanagement Group, Inc.**  
**Pro Forma 2002 Balance Sheet**  
 (Internal Management Report)

|                                       | First Half<br>2002 YTD<br>Actual | Pro Forma<br>Q3<br>Forecast | Pro Forma<br>FY2002<br>Forecast |
|---------------------------------------|----------------------------------|-----------------------------|---------------------------------|
| <b>Assets</b>                         |                                  |                             |                                 |
| Cash (11)                             | \$ 4,572                         | \$ 99,426                   | \$ 264,274                      |
| Accounts Receivable (12)              | 24,390                           | 22,923                      | 46,154                          |
| Prepayment to Carriers (13)           | 4,936                            | 9,169                       | 18,462                          |
| <b>Total Current Assets</b>           | <b>\$ 33,898</b>                 | <b>\$ 131,518</b>           | <b>\$ 328,890</b>               |
| Net Fixed Assets (14)                 | 4,115                            | 5,000                       | 8,000                           |
| <b>Total Assets</b>                   | <b>\$ 38,013</b>                 | <b>\$ 136,518</b>           | <b>\$ 336,890</b>               |
| <b>Liabilities &amp; Equity</b>       |                                  |                             |                                 |
| <b>Liabilities</b>                    |                                  |                             |                                 |
| Customer Prepay and Deposits (15)     | \$ 8,525                         | \$ 45,846                   | \$ 92,308                       |
| Taxes Payable (16)                    | 4,520                            | 10,430                      | 21,000                          |
| <b>Total Current Liabilities</b>      | <b>\$ 13,045</b>                 | <b>\$ 56,276</b>            | <b>\$ 113,308</b>               |
| Long Term Liabilities                 | 865                              | 865                         | 865                             |
| <b>Total Liabilities</b>              | <b>\$ 13,910</b>                 | <b>\$ 57,141</b>            | <b>\$ 114,173</b>               |
| <b>Equity</b>                         |                                  |                             |                                 |
| Common Stock                          | \$ 100                           | \$ 100                      | \$ 100                          |
| Paid-in Capital (17)                  | 15,900                           | 15,900                      | 15,900                          |
| Retained Earnings and Net Income (18) | 8,103                            | 63,377                      | 206,717                         |
| <b>Total Equity</b>                   | <b>\$ 24,103</b>                 | <b>\$ 79,377</b>            | <b>\$ 222,717</b>               |
| <b>Total Liabilities &amp; Equity</b> | <b>\$ 38,013</b>                 | <b>\$ 136,518</b>           | <b>\$ 336,890</b>               |

**Footnotes:**

- 11 Low First Half Cash was due to one-time, large negative net float between incoming and outgoing payments. Ties to Bank Statements. See Cash Flow Statement for Forecast Details.
- 12 Wholesale Customers pay "last week" in 3-5 days per terms. Currently, the majority of volume is Wholesale. (See 15).
- 13 Weekly carrier prepayments with "true up" each month.
- 14 Computer and Related Equipment net of Depreciation
- 15 Typical Wholesale Customer terms are two week prepay. Attempt to stay 1/2 week ahead of the customer (See 12).
- 16 Taxes payable has been running around 3.5% of Gross Receipts. This incorporates a high "reseller" mix.
- 17 Initial investment by Shareholders.
- 18 Growth is driven by the Profit and Loss Statement. Volume to achieve Q3 Forecast is already in Provisioning.

We hereby affirm that the above information is true and correct.

Robert D. Maguire, President  
 Brian C. Maguire, CFO

*RD Maguire* 9-16-02

**Advanced Telemanagement Group, Inc.**  
**Pro Forma 2002 Cash Flow Statement**  
 (Internal Management Report)

|  | Pro Forma<br>Q3<br>Forecast | Pro Forma<br>Q4<br>Forecast |
|--|-----------------------------|-----------------------------|
| <b>Beginning Cash</b>                          | \$ 4,572                    | \$ 99,426                   |
| <b>Income from Operations (19)</b>             | \$ 54,389                   | \$ 140,340                  |
| <b>Change in Working Capital</b>               |                             |                             |
| <b>Uses:</b>                                   |                             |                             |
| Receivables                                    | \$ (1,467)                  | \$ 23,231                   |
| Pre-payments to Carriers                       | 4,233                       | 9,292                       |
| <b>Total Uses</b>                              | <u>\$ 2,765</u>             | <u>\$ 32,523</u>            |
| <b>Sources:</b>                                |                             |                             |
| Customer Deposits                              | \$ 37,321                   | \$ 46,462                   |
| Taxes Payable                                  | 5,910                       | 10,570                      |
| <b>Total Sources</b>                           | <u>\$ 43,231</u>            | <u>\$ 57,032</u>            |
| <b>Net Source / (Use) (20)</b>                 | \$ 40,465                   | \$ 24,508                   |
| <b>Fixed Capital Outlays - Source / (Use)</b>  | \$ (885)                    | \$ (3,000)                  |
| <b>Net Financing Activity - Source / (Use)</b> | \$ -                        | \$ -                        |
| <b>Ending Cash</b>                             | <u>\$ 99,426</u>            | <u>\$ 264,274</u>           |

Footnotes:

- 19 Dependent upon achieving volume forecast since most costs vary with volume.  
 Have orders in-house for 210% of September Forecast. We believe the risk is low.
- 20 Our Agreement Terms with Customers, and Strong Receivables Management  
 should allow us to maintain this as a Net Source.

We hereby affirm that the above information is true and correct.

Robert D. Maguire, President  
 Brian C. Maguire, CFO

*RD Maguire* 9-16-02